May 15, 1973

COPY

Reverend John C. Wagner
St. Francis Seminary
School of Pastoral Ministry
[redacted]
Milwaukee, Wisconsin 53207

Dear Father Wagner:

Following the recommendation of the Personnel Board regarding your assignment, I herewith appoint you Associate Pastor at St. William parish, Waukesha, effective June 12, 1973. You will kindly report on that date to the Pastor, Father Donald F. Quartana.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally Yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

[redacted] M. D.
MILWAUKEE, WISCONSIN 53222
TELEPHONE [redacted]

2-2-74

Most. Rev. William E. Cousins
Archbishop of Milwaukee
Chancery Office
345 N. 95th St.
Milwaukee, Wisc. 53213

Re: Rev. John C. Wagner
Assoc. Pastor, St. Williams

Your Excellency:

As you may know, the above has recently been hospitalized at St. Joseph's Hospital (1-25 to 1-31) for the ostensible purpose of determining the cause of rectal bleeding. He has been checked out completely and only a minor reason for the bleeding has been found which, physically, is easily controlled.

On the other hand, he was extremely tense over the situation at the rectory, which situation is apparently a definite clash between pastor and associate pastor only. He appears to be very content with the parish itself as well as the parishioners with whom he seems to have a good rapport. I do not feel that he should return to that parish to work with that particular pastor. He would be happy to return if there were a new pastor. It was obvious that his entire problem was one of extreme anxiety over his attempt to do a good job as a parish priest, only to be blocked by the pastor who appeared to distrust his motives and apparently allowed jealousy to rear its ugly head.

[redacted] M. D.

MILWAUKEE, WISCONSIN 53222

TELEPHONE [redacted]

p. 2, John C. Wagner

My advice would be that he have a six week sick leave to calm the frayed nerves and regain emotional stability. I believe that with the ability he shows and the enthusiasm he shows as a priest and for parish work, he will continue to be an asset to our Diocese.

After the many years of contact with the clergy, I realize the problems that are inherent in thematter of living together and the personality clashes between the young, middle aged, and the older men. This case, I realize is one of many, but I do hope that something can be done to keep this young man, with his enthusiasm, with us.

[redacted] M. D.

June 10, 1974

COPY

Reverend John C. Wagner ✓
St. Francis Borgia Parish
[redacted]
Cedarburg, Wisconsin 53012

Dear Father Wagner:

Following the recommendation of the Personnel Board regarding your assignment, I herewith transfer you from your present position as Associate Pastor at St. William parish, Waukesha, and appoint you Associate Pastor at St. Mary parish, Sheboygan Falls, effective June 18, 1974. You will kindly report on that date to the Pastor, Father Donald R. Peters.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally Yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

May 28, 1976

The Reverend John C. Wagner
St. Mary Parish
[redacted]
Sheboygan Falls, Wisconsin 53085

Dear Father Wagner:

Following the recommendation of the Personnel Board regarding your assignment, I herewith transfer you from your present position as Associate Pastor at St. Mary Parish, Sheboygan Falls, and appoint you to Campus Ministry, University of Wisconsin-Sheboygan and Lakeland College, effective June 15, 1976.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally yours in Christ,

Most Reverend William E. Cousins
Archbishop of Milwaukee

ADOM022541

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OF MILWAUKEE
345 NORTH NINETY FIFTH STREET • P.O. BOX 2018 • MILWAUKEE, WISCONSIN 53201 • PHONE 414/476-2101

OFFICE OF THE ARCHBISHOP

February 2, 1981

The Reverend John C. Wagner
Campus Ministry, UW-Sheboygan and Lakeland College
Tanglewood
[redacted]
Sheboygan, Wisconsin 53081

Dear John,

With this letter I would like to appoint you as Director pro tem of the Office for Campus Ministry, effective February 10, 1981. On that day you will report to Sister Michelle Olley, Episcopal Delegate for Christian Formation.

Thank you for your willingness to undertake this assignment and know that I will remember you in my prayers.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

August 12, 1982

The Reverend John C. Wagner
St. Patrick Parish
[redacted]
Whitewater, Wisconsin 53190

COPY

Dear Father Wagner:

Following the recommendation of the Personnel Board regarding your assignment, and with the concurrence of the Archbishop, I herewith transfer you from your present position of Catholic Campus Ministry, University of Wisconsin-Sheboygan and Lakeland College, and Director, Pro Tem, Office for Campus Ministry, and appoint you Pastoral Team Member and Administrator at St. Patrick Parish, Whitewater, effective August 10, 1982. Father Daniel A. Budzynski is appointed Pastoral Team Member at the parish effective September 1, 1982.

You and your fellow Team Member are both reminded that the required Profession of Faith will be made in the context of the Installation Ceremony to be scheduled in the near future at your parish.

In keeping with the Term of Office Policy inaugurated August 1, 1980, your assignment will exist for a period of up to six years from its effective date and after that will be reviewed for possible extension.

Accept my prayers and good wishes as you move on to a new area of priestly work.

Sincerely yours in the Lord,

Reverend Joseph A. Janicki
Vicar for Priest Personnel

September 5, 1986

The Reverend John C. Wagner
[redacted]
Burlington, Wisconsin 53103

Dear Father Wagner:

Following the recommendation of the Priests' Personnel Board and in accord with Canons 539-540 of the 1983 Code, you are hereby appointed temporary administrator of Holy Name Parish, Wilmot, Wisconsin, while the pastor, Fr. Robert Nawrocki, is on sabbatical. This appointment is effective September 14, 1986.

As temporary administrator you come under the provisions of Canon 540 which is quoted here in full:

> §1 The parochial administrator is bound by the same obligations and has the same rights of the pastor, unless the diocesan Bishop prescribes otherwise.
>
> §2 The parochial administrator may not do anything which could prejudice the rights of the pastor or could do harm to parochial property.
>
> §3 When he has discharged his office, the parochial administrator is to give an account to the pastor.

Note that you have the responsibility for the Pro Populo Mass on Sundays and Holy Days of Obligation; you are authorized to sign checks on all parish accounts to cover ordinary expenditures and to meet payroll obligations. Please note that in keeping with Canon 540, §2, no extraordinary changes are to be made. Urgent matters should be referred to the Archbishop.

Thanks, John, for assuming this assignment. Your willingness to do this is greatly appreciated.

Fraternally yours in Christ,

(Rev.) Michael T. Newman
Chancellor

MTN/mk
cc: Rev. Eugene C. Neuman, Priests' Personnel Board
Most Rev. Leo J. Brust, Co-Vicar for Clergy Personnel
Most Rev. Richard J. Skiba, Co-Vicar for Clergy Personnel

P.S. John, we anticipate that the parish will be paying your salary while you are serving as temporary administrator. You will remain on the Chancery BC/BS roll but this does necessitate Holy Name Parish reimbursing us for your medical and dental payments beginning September 1, 1986.

COPY

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OF MILWAUKEE
3501 SOUTH LAKE DRIVE • P.O. BOX 2018 • MILWAUKEE, WISCONSIN 53201 • PHONE 414/769-3300
OFFICE OF THE ARCHBISHOP

September 24, 1987

The Reverend John C. Wagner
St. Catherine Parish, Granville
[redacted]
Milwaukee, Wisconsin 53223

Dear Father Wagner,

It is with great pleasure that I ask you to become the Associate Pastor of St. Catherine Parish, Granville in Milwaukee. Following the recommendation of the Personnel Board, I am happy to entrust the faithful of that parish to your priestly care in collaboration with the Pastor, Father James W. Beck, beginning on September 25, 1987. This appointment is being made for a period of time up to six years, after which time it will be reviewed for possible extension.

As representative of the Archbishop in that parish, you are called upon to serve the needs of God's people so that they can take their rightful place as baptized Catholics in their own Faith-community and in society. Your mission, like my own, is one of teaching and sanctifying, and of administrating those areas of parish life delegated to you by the Pastor, Father Beck. You are also asked to collaborate with the Parish Council and those organizations that are part of this parish.

It is a privilege to share my ministry with you. May God's blessings fill your life.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

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OFFICE OF THE ARCHBISHOP

VOID

April 28, 1992

Rev. John C. Wagner
St. Catherine Parish
[redacted]
Milwaukee, WI 53223

Dear Father Wagner,

It is with a sense of joy in our shared faith that I ask you to become the Associate Pastor at St. Sebastian Parish in Milwaukee. Following the recommendation of the Personnel Board, I am happy to entrust the faithful of St. Sebastian to your priestly care in collaboration with the Pastor, Father Charles Schramm, effective June 23, 1992. This appointment is being made for a period of up to six years.

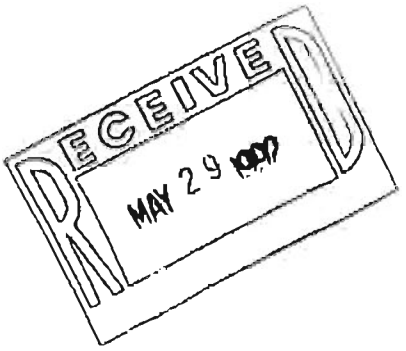
As an Associate Pastor, you are called upon to serve the needs of God's people so that they can take their rightful place as baptized Catholics in their own Faith-community and in society. Your mission, like my own, is one of teaching and sanctifying, and of administrating those areas delegated to you by the Pastor Father Schramm. You are also asked to collaborate with the Parish Council and those organizations designated to work with you. Also, I trust that you will work diligently with the priests in your district and enter fully into the current Archdiocesan Parish Planning, "Walking Together: Collaborating for the Future".

It is a privilege to share my ministry with you. May God's blessings fill your life.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

May 26, 1992



Archbishop Rembert Weakland
3501 South Lake Drive
P.O. Box 07912
Milwaukee, Wisconsin 53207-0912

Dear Archbishop Weakland,

This morning I meet with Bishop Sklba, Fr. Trepanier and Fr. Schramm regarding the assignment at St. Sebastian Parish. We all agreed that it would be best for all parties involved that reconsideration be given to my assignment due to some circumstances and concerns of the parish.

With this in mind, I respectfully ask that you withdraw my appointment to St. Sebastian so as to make possible a new appointment for me.

Thank you for your consideration and your past words of support.

Sincerely.

John C. Wagner

Rev. John C. Wagner

ARCHDIOCESE
OF MILWAUKEE
3501 SOUTH LAKE DRIVE ■ P.O. Box 07912 ■ MILWAUKEE, WISCONSIN 53207-0912 ■ PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

July 9, 1993

The Reverend John Wagner
[redacted]
Menomonee Falls, Wisconsin 53051

Dear John,

I know that you are eager to have some clarity with regard to your future. After much thought, prayer, and consultation, I feel I am ready to write you the following letter. We can discuss its contents, if you wish. It is not an easy letter to write, but I know you want me to be up front with you about the future. I want to do what is best for the whole Catholic community and not shirk that responsibility. At the same time I do not want to violate your rights as a priest in the Church.

I have to begin by stating that I do not see how I can assign you to any pastoral ministry in the future. I do not want to spell out the reasons in this letter, but will do so in another confidential memo to our attorney, Matt Flynn, so that it will enjoy the privileges of client-attorney confidentiality.

Reluctantly, in response to the pastoral needs of our Faith community, and in virtue of my authority as diocesan bishop (c. 381, #1), I formally place upon you the following obligations upon reception of this letter:

1. To refrain from all unsupervised contact with minors.

2. To cease until further notice all public ministry including the celebration of Mass, except in a private setting with only another priest or priests in attendance. The celebration of any other sacraments will require my explicit permission in each case. Until further notice the faculty to hear confession is revoked, except when there is a case of a penitent being in danger of death.

3. To avoid all places, persons, and situations that, from past experience, have been occasions of serious temptation in the area of sexual morality.

In the meantime, I have informed the Vicar for Clergy that the following would be paid to you to take care of your physical needs: your monthly salary, plus $650.00 monthly living expenses, and insurance coverage. Further details can be worked out with the Vicar.

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OF MILWAUKEE
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OFFICE OF THE ARCHBISHOP

July 9, 1993

You have a right to due process in the determination of your exercise of ordained ministry in the future, but I have the responsibility to ensure the good of the community and preclude scandal regarding the exercise of ministry. In order to balance these rights and responsibilities, I have determined that we need to undertake a formal process to decide whether or not you will be declared impeded from the exercise of orders in the future in accord with canon 1044, #2, n.2. If later it seems wisest to me to proceed toward a canonical dismissal from the priesthood, I will be in touch with you, so that again your rights will be safeguarded. If you voluntarily decide to leave the priesthood, then, of course, these provisions and this process will not be necessary. That is another matter and would entail another letter on my part to you to outline how that departure can best take place for your good and that of the diocese.

So that you have, however, an understanding of what the process will entail regarding the future exercise of ministry, let me summarize the steps and procedures that will be used. The process will involve an investigation into the facts, a judgment of whether the impediment exists, and, if so, then a declaration stating that the law itself prevents the exercise of orders.

The process will have two parts to it: the investigation into the facts, and the subsequent judgment and declaration. The process may be conducted in either a judicial or administrative fashion. While the decision whether to use the judicial or administrative process rests with me as the diocesan bishop, I am willing to receive your input regarding which process you would prefer. I know these are complicated canonical issues, but they are meant to protect all of us and there is no way we can avoid them.

The judicial process can utilize either the oral contentious process (cc. 1656-1670) or the ordinary contentious process (cc. 1501-1655). The Tribunal would be involved in accord with usual procedural norms.

The administrative process is less cumbersome, but, nonetheless, provides for appropriate protection of your rights. The following steps would be used in an administrative process:

1. The College of Consultors will be utilized as a board of

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OFFICE OF THE ARCHBISHOP

July 9, 1993

inquiry to assist me in my investigation and decision-making.

2. Information necessary to arrive at a conclusion will be gathered by me, while you may also introduce materials in your own defense.

3. Upon completion of the gathering of all of this information, you and your advocate will have the opportunity to review everything and present a defense.

4. The Consultors will review the information with me and assist me in determining whether or not there is sufficient evidence to proceed to a decision or if additional investigation is needed.

5. Ultimately, I will have to make the decision, based on the information provided in the process, of whether or not the existence of the impediment has been proven; and I will issue that decision to you in writing, stating the facts and reasons which have led to a positive or negative judgment.

In reaching my decision I will choose and consult with an expert in the field of psychology. I would like that consultant to have available any records relating to your situation. If you would sign a release for such records, we will be able to gather the necessary information. A release form is enclosed for that purpose. If you are unwilling to make these records available, we will have to rely only on records and reports which are already in the public forum. I am not certain that these latter materials in isolation from more detailed reporting will serve your best interests.

Obviously as this process is under way, you should avail yourself of all necessary personal, spiritual, and canonical assistance. I would encourage you to continue seeking the psychological counseling services you may need.

In addition, I believe it is essential that you be in contact with a good spiritual director. If you do not presently have such a director, I certainly would advise you to get one.

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OFFICE OF THE ARCHBISHOP

July 9, 1993

Finally, it is of paramount importance that you have at your disposal a canonical expert to serve as your advocate. Lest there be any taint of conflict of interest, I would advise that you take on the services of a canonist from outside the diocese. If you would like a list of canon lawyers who could serve in this capacity, the Chancery Office is ready to provide such a list to you. You are, of course, free to choose a canonical advisor on your own; but according to existent law, if they are to act as a formal advocate within the diocese, I would have to approve them. If you cannot afford the services of a canonical advisor, arrangements can be made for the diocese to cover expenses and reimburse their diocese or employer for their services here.

I would like to hear from you in writing within three weeks of reception of the copy of the letter to our attorney that will contain specific details of the reasons why I feel I cannot assign you to pastoral ministry in the future. In your response, please state your input on the process to be utilized. At that time you can forward the release form for your records or indicate your decision that we proceed without that information. You may also notify me at that time of the name of the canonist who will serve as your advocate and whether it would be necessary for our diocese to provide funding for those services.

I know these are trying times for you, as they are for all of us. We all want to do what is right for the good of the Church. At the same time we want to respect the rights of all. These concerns may seem to conflict, but we must all do our best. I hope this letter is clear and helpful about how we must proceed and what options there are in those procedures. I am sure you know that it was difficult to write this letter and that I do so with much sorrow. I can imagine how you must feel! Peace and many blessings during these difficult days.

Sincerely yours in the Lord,

+ Rembert G. Weakland

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee

ARCHDIOCESE OF MILWAUKEE
3501 S. Lake Drive • P.O. Box 07912 • Milwaukee, WI 53207-0912 • (414) 769-3300

Office of Auxiliary Bishop

June 16, 1992

Rev. John Wagner
St. Catherine Church
[redacted]
Milwaukee, Wisconsin 53223

Dear John:

In the absence of Tom Venne, I feel obliged to let you know that the circumstances surrounding your meeting of May 15, 1992 and the issues which that event raises, lead me to wonder whether the speedy movement to another assignment is really wise at this time. While the earlier letter from your legal counsel may address some of the aspects of the situation, other issues seem to remain and require further discussion.

I leave for the meeting in Notre Dame, Indiana today and will discuss this with you in Tom's absence as soon as I return next week. I regret this unsettling development, but remain convinced that it is in the best interests of all concerned. Peace.

Sincerely,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/rt

ARCHDIOCESE OF MILWAUKEE
CHANCERY

COR 4

May 9, 1995

Reverend John Wagner
[redacted]
Menomonee Falls, WI 53051

Dear John,

It has been some time since the revised documents arranged between yourself and Father Dan Ward were sent to you. It was our understanding that your civil attorney was going to be involved in facilitating your acceptance of the conditions and arranging for your signing of the documents. Matt Flynn has tried repeatedly to bring this matter to closure with your attorney and had advised him that your response was required by the end of April or the Archdiocese's proposal would be removed from the table. The consequences of non-response, including cessation of monetary support from the Archdiocese, were spelled out previously.

Since we have heard nothing from you, I need to inform you that as of the end of April your remuneration from the Archdiocese ceased. Ordinarily in cases like this we would maintain your medical insurance coverage. However, we have received notice from WPS that your insurance is being provided by your employer, the Sisters of Charity of St. Joan Antida. For that reason we will not be paying your insurance premiums; the carrier does not allow double coverage. If there is a factual error in this matter, please advise us.

In the meantime, the Archbishop will be considering which canonical procedures are most applicable in your case. We will keep you informed in that regard. If you have any questions you may contact me or have your attorney contact Matt Flynn. Since you have not availed yourself of the services set forth by Father Dan Ward, we will no longer be paying for his services on your behalf. Any future canonical services you wish to obtain would need to be undertaken at your own expense.

Sincerely in Christ,

Barbara Anne Cusack
Chancellor

cc: Archbishop Weakland / Bishop Sklba
Father Carrol Straub
Matt Flynn

3501 South Lake Drive, P.O. Box 07912
Milwaukee, WI 53207-0912 • (414)769-3340

John Charles Wagner
[redacted]
Menomonee Falls, Wisconsin 53051-3990

May 13, 1995

Most Reverend Rembert G. Weakland, O.S.B.
Archbishop of Milwaukee
P.O. Box 07912
Milwaukee, WI 53207- 0912

Dear Archbishop Weakland:

I am writing to inform you that having given my situation much thought and prayer, and after having also sought canonical advice, I have made the decision not to sign the Settlement Agreement and Mutual Release which was sent to me by Barbara Anne Cusack.

I do wish to make clear to you that I remain dedicated to the ministry of the priesthood. For this reason I am not willing to sign any document which implies that I am resigning from the priesthood. While I recognize that it is your right as bishop to choose not to assign me to ministry, I remain convinced that I have been called to the priesthood; and it is my desire to continue serving the Church in this vocation to the best of my ability.

I was somewhat taken aback by the statement in Barbara Anne Cusack's letter of May 9, 1995, that I was expected to respond to the settlement agreement by the end of last month, as no one made me aware that such a time constraint had been imposed. Although I will not sign the settlement agreement which has been presented to me for the reasons which I have stated above, I am prepared to accede to your wishes that I withdraw from the public exercise of priestly ministry in churches and institutions of the Archdiocese and will accept retirement status provided that I am afforded the same rights which are enjoyed by other retired priests in accord with the established policies of the Archdiocese.

I have been informed by the canonist whose advice I have sought that there are points in your letter of July 9, 1993, which fail to respect my rights as a priest as found in the universal law of the Church. Nevertheless, with no admission of guilt and in a spirit of obedience, I am willing to accede to your directive that I "refrain from all unsupervised contact with minors"; and I will also accept your administrative revocation of my habitual faculties to hear confessions. Your insistence, however, that I cease all ministry such as the celebration of Mass is not an appropriate action unless done within the formal context of a proper canonical process.

Since I am not under a canonical sanction or penalty, I fully expect that adequate steps will be taken to provide for my remuneration and benefits as an unassigned priest in good standing in accord with the norm of Church law. While this is not currently an issue due to the work which I am doing with the Sisters of Charity, my present arrangement with them is not permanent. Hence, this question will become an issue at some time in the future. Canon law states that a cleric's right to remuneration is based on dedication to ministry and not on an actual assignment. Hence, I would ask that some clarification of this matter be made in writing since, as stated earlier, I remain fully dedicated to the priestly ministry and am prepared to exercise this ministry to the best of my ability.

Finally, in your letter of July 9, 1993, it was stated that you intend to undertake a formal process declaring that I am impeded from the exercise of the priestly ministry for reasons of a psychological nature. This has also been alluded to in Barbara Anne Cusack's recent letter. I do wish to inform you as a matter of record that I will make use of the means available to me in canon law to challenge any such action. This challenge will be based on the reports which have been prepared by [redacted], Ph.D., and [redacted] Ph.D., who state that at the present time, there are no indications that I am laboring under psychological problems or difficulties of such a nature to render me incapable of rightly exercising the priestly ministry.

I await your response.

Sincerely,

Rev. John C. Wagner

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Retreats find a home



Tanglewood—retreat house with homey atmosphere.

By Jeanette Kliejunas
Herald Citizen staff

SHEBOYGAN- A new concept in retreat facilities is being developed in the Sheboygan area by Fr. John Wagner associate pastor of St. Mary parish, Sheboygan Falls.

It is named "hayvaynu shalOm ahlaihem," which translated from a Hebrew song means, "we bring you peace." For a simpler name, Father Wagner calls it "Tanglewood."

In his work with young people for the past several years in Sheboygan Falls, the Milwaukee area and Port Washington, the priest is convinced they need a retreat facility with a homey, family-type atmosphere in order to open themselves up to God and each other.

He has been searching east-central Wisconsin for this type of home, with enough free land surrounding it, so that "the young people can take the time to listen to nature, self, others and God."

Father Wagner feels he has found the ideal location — a spacious, family home on the sandy shores of Lake Michigan in the wooded Black River area south of Sheboygan. It's at the north end of the J. M. Kohler-Terry Andrae state park, which will give the retreatants free access to 750 acres of public land, "that beautifully speaks the presence of God during all seasons of the year."

Father Wagner is assisted in the project by a board of directors comprised of prominent businessmen from the Milwaukee and Sheboygan areas.

At present the group includes Frank Regan, insurance executive, Atty. Thomas Ehr and Robert Stalega, CPA, all of Milwaukee, Francis F. Feider, a Plymouth realtor; Atty. Thomas Knab, Manitowoc; Atty. Wayne Schlosser, Atty. Anthony Werner and Carl Fiedler, newspaper editor, all of Sheboygan.

They hope Tanglewood will give young people the opportunity to make "real core" commitments to Christianity.

"Tanglewood will not be a haven for flakey kids, but a place of security, where the best of retreat experiences will be possible. We will work with the good kids—there are lots of them—and we'll try to make them better," explained Father Wagner.

Interested persons of all ages, especially those 16-25, will be welcome to use the facility. The size of a group will be limited from eight to 12, the

(Turn to page 2)

ADOM022813

Retreat house planned for interfaith use

(From page 1)

optimum number for successful group dynamics, according to the priest-director.

Adult chaperones will be provided by individual groups. Father Wagner said he will be available when he is needed during the weekends, to celebrate Mass on Sunday afternoons, if this is part of the group's plan.

It will be a non-denominational venture where people of various religious beliefs will be welcome.

"A family spirit will be encouraged and each group will be responsible for the preparation of its meals. These meals will be shared as a preparation for the Eucharistic meal," Father Wagner noted.

"A sleeping bag atmosphere



Father Wagner

will prevail, we don't intend to get into the problems of supplying bed linens. A fee scale for the use of, the house and *grounds* will be worked out and funds will be used to pay daily maintenance costs."

Father Wagner was ordained in 1973 and was assigned to St. Mary's in September, '1974.

He will welcome inquiries about the availability of the house on a future schedule. Currently, Father Wagner is seeking financial support for Tanglewood.

The existing property was purchased and later that year construction of a church-school building got under way.

The first Mass of the parish was offered September 11 in

Father Waligorski retired from active ministry due to ill health in August, 1973 and Father Farrell was appointed. In preparation for the golden jubilee observance plans were made to improve the physical

,als.at a ,1UE), ... v lucent de Paul conference, CYO group and religious education program.



J & C Ferrara Co., Inc.

The Necklace with a Legend

While the Sand Dollar is one of the most widely known and popular of all shells, few people are aware of the pretty little legend attached to it.

Legend has it that these strange shells tell the story of Christ's suffering and his glory.

The five holes represent the five wounds of Christ. On the front the Easter Lily—its center, a five pointed star representing the Star of Bethlehem which led the shepherds from afar. On the back the outline of the Christmas Poinsettia reminds us of His birthday. When the shell is broken open, five Doves of Peace and Good Will appear.

Because of this religious legend, this fascinating creature of the sea is often referred to as the Holy Ghost shell.

A beautiful story, beautifully told in sterling silver.
By J & C Ferrara $25.00

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This wool beret will jaunty touch to y wardrobe. It's from I imported by Elija Q Choose camel, loden navy, black or brown S, .M, L or XL.

$6

BASKIN(

MINAWAMIMOVEMM

Father John C. Wagner
[redacted]
Kewaunee, WI 54216
[redacted]

On Saturday, August 21, 2004 at 11 A. M., via phone, I spoke with Father John C. Wagner. After identifying myself I explained to Father Wagner about the allegations brought against him by [redacted] Father Wagner stated that he was a Deacon doing internship at [redacted] Church in [redacted] in 1972, but this allegation is nonsense; he has no idea who this person is.

Father Wagner asked if she [redacted] was an adult or child at that time, stating that he never had sex with a girl whatsoever. When I asked Father Wagner to explain this statement, was he admitting having sexual relations with adult females but not juveniles, he stated that he doesn't understand the question or what I'm asking; and didn't know how to answer it, so he wasn't going to answer it. He did state that "lots of people are sexually active". When he was young he had girlfriends and was engaged to marry at one time. Father Wagner denies the allegations brought against him by [redacted] 1000%.

Father Wagner stated that he does remember a [redacted] from [redacted] and that he did do weddings as a Deacon while at [redacted] but he does not know who [redacted] is. Father Wagner wondered if it's possible that she is thinking of someone else, another Deacon, who he knows was sexually active at that time. Father Wagner declined to identify the Deacon.

Father Wagner stated that he never went to a Campbellsport Camp. He then corrected himself and stated that he did go to [redacted] Camp as he remembers meeting a family from Menomonee Falls at the camp. He became good friends with the family and presided over a wedding for them.

Father Wagner stated that he was sexually molested himself as a child, the first being in the seventh grade by a nun and then later by faculty members when he was in the seminary. He stated he is currently in therapy to sort everything out and has hired a lawyer as he can't trust anyone from the Archdiocese, some of whom where involved in these assaults.

Father Wagner stated that he doesn't mean to be mean to this person [redacted] He knows what she's feeling as he's going through the same thing himself.

He stated that having sex in a tent or in the youth room does not fit him at all. He 1000% denies that he ever had sex with [redacted] Father Wagner stated that he will admit to things he did do, but is adamant about things he didn't do.

Additional Information:

Files on Fr. Wagner show he was born 3-6-45, the fourth child of seven. As a Deacon, he interned at [redacted] in 1972. He was ordained on 6-9-73 at St. Charles Church in Burlington.

Father Wagner was assigned to St. William's in Waukesha and then to St. Mary's in Sheboygan Falls on June 18, 1974. Father Wagner was in Campus Ministry at Lakeland College until June 15, 1976. On February 10, 1981 he was the Director of Campus Ministry which included St. Patrick in Whitewater and St. Catherine in Milwaukee. He has not functioned as a Priest since May, 1995.

On April 2, 1981, Father Wagner was listed as given to loneliness and depression.

Father Wagner was appointed Administrator and Pastoral Team Member at St. Patrick's Church in Whitewater, WI, on August 10, 1982.

On January 18, 1982, a student reported improper advances from Father Wagner.

A 1983 medical psychological evaluation raised concerns over stress, possible mood swings, and a possible vocational crisis.

On February 26, 1985, Father Wagner requested to be moved out of Whitewater.

Father Wagner expressed interest in being transferred to the Tanglewood Group in California. Tanglewood is an ecumenically oriented organization (unity of mankind), commonly referred to as a "meat market" with heavy homosexual overtones.

January 10, 1986, until May 1, 1986, Father Wagner took a sabbatical to Rome, Germany, Russia, and France.

August 15, 1986, Father Wagner was not assigned, but on September 14, 1986, he was temporarily assigned to Holy Name in Wilmot, WI until December 14, 1986.

On August 18, 1986, two [redacted] students at Whitewater moved out of the rectory claiming to have been propositioned by Father Wagner.

On October 20, 1986, a young man, through his attorney, made allegations of being sexual abused by Father Wagner occurring in 1985. This matter was criminally investigated by the Whitewater Police September, 1990.

From January 14, 1987 until January 30, 1987, Father Wagner was assigned to St. George in Kenosha.

On January 16, 1987, a Psychologist wrote that Father Wagner's sexual drives are strong. No mental health professional could predict with certainty whether he could live a celibate life.

Father Wagner was documented as someone who talks constantly and fast. He needs his own space and privacy. He has a high opinion of himself and believes others have a high opinion and expectancy of his performance. Father Wagner views genital interaction as simply an extension of sexuality of a relationship, (compulsivity and narcissism). Father Wagner admitted he is sexual; both heterosexual and homosexual throughout life. Celibate means not married, but he is committed to express his sexuality as he sees fit as long as it doesn't hurt anyone else.

Father Wagner is listed as socially shrewd, polished, hard to fool, showing some suspiciousness towards others, especially those in power over him. Priest friends feel he is "amoral" with some psychosexual problems.

With restrictions to concentrate on administration of the parish he was assigned to, Father Wagner was sent to St. Mary's in Pt.Washington from May 11, 1987 until June 8, 1987. On May 11, 1987 a note was forwarded from a man from St. Mary's in Pt. Washington claiming to be having problems with Father Wagner "coming on to him". The man stated that he is not gay.

On October 13, 1987 Father Wagner was an assigned as an Associate Pastor at St. Catherine Church, 8661 N. 76th St, Milwaukee. On May 6, 1988 he was listed as doing well; has his own apartment, and has his sexuality under control. A letter dated December 4, 1989 states that Father Wagner is living up to his celibacy. There is no manic behavior or inappropriate anger.

On October 12, 1990, Father Wagner was placed on "restricted ministry", and was to have no contact with minors after the criminal complaint came in from Whitewater Police Department on September 5, 1990.

Father Wagner was offered a position as Associate Pastor at St. Sebastian in Milwaukee, but that offer was voided on June 12, 1992 feeling that the move would not be wise.

On May 15, 1992 the victim from Whitewater signed a release against further civil or criminal lawsuits against Father Wagner due to statutes of limitations. The case was dismissed on January 12, 1994 after a civil action and a settlement was reached.

A letter dated September 18, 1992 stated that Father Wagner dealt with sexual drive by maintaining an ethical position somewhat opposed to church teachings. He is clearly attracted to adolescent males and with Doctor's assistance, he derived substantial insight into his ability to control sexual urges. No other conflicts except sexual misbehavior.

On March 16, 1993, a complaint was received by a man who alleged sexual relations occurred between him and Father Wagner starting when he 15 until he was 21 years old.

On March 30, 1994 a letter stated that Father Wagner is not to be assigned to a ministry position due to nature of past events. "Dispensation from obligation of Priesthood Okayed". On March 13, 1995 Father Wagner agreed to this however, on May 13, 1995, a letter was received that Father

Wagner refused to sign the dispensation and wished to continue as "unassigned" or go on disability.

In April 1995, remuneration from the Archdiocese ceased.

Subject: Friend's request
Date: Tue, 25 Feb 2003 20:34:54 -0500
From: [redacted]
To: [redacted]

Barb,

My friend [redacted] asked that I contact you to verify that there was a camping trip for our youth group. I do not recall much about the trip, but I do remember going as they had a great lake for swimming.

I do not wish to be contacted. I have a family and I am doing fine. [redacted] and have had to deal with abuse issues over the past 20 years.

[redacted] I guess I have a different perspective.

I am glad to hear something was done back in 95 to prevent more youth from being victimized. I also appreciate that you are helping [redacted] in her quest to deal with this.

[redacted]

415. Wagner, J.
Wrote to John thanking him for his participation in UWM Campus Ministry meeting, also acknowledged a report he sent on his ministry. He wishes to meet with me toward the end of summer to discuss his long-range future.
6/24/80

649. Wagner, John
We had a very extensive discussion at his request concerning his future assignments. He has been meeting for a long time with Suriano about himself and his future, and he encouraged me to talk things over with Suriano. I took copious notes as he spoke and it seems that he is a person who likes to plan well ahead for the future. He seems to be ambitious and hard-working but does not have a desire for parish work unless he would be with a good team. He would like to be associated with the Seminary somehow either as a professor or vocation director or something like that. He has given himself a number of options and seems to want to be of service to the Archdiocese in whatever way we need Lla. There is no rush next year as his target date for moving. He is not lacking in self-confidence.
8/4/80

845. Wagner, John
He reports that the people at the Community of the Living Spirit in Waukesha have approached him several times to be their chaplain. He asked for advice and I told him that the matter might have been concluded by the Archbishop already. I suggested he simply tell them that he will discuss the matter at greater length with the Archbishop next month.
9/9/80

1029. Wagner, John
He is restless about his future. He feels that he should move since he has been in campus ministry for seven years now. He is reluctant to enter parish life with another priest, but has all sorts of energy and enthusiasm. I asked him if he would be interested in working with Catholic Social Services. He seemed very interested but did not know exactly what this would mean. I told him that Father Carroll was preparing a job description which I would share with him sometime in the future. Later, I discussed this possibility with the Archbishop and he, too, felt that this might be a solution to bringing in some new, creative ideas and young blood into Catholic Social Services.
10/31/80

1201. Wagner, John
He would like his Periodic Review in March or May, 1981. Also, he said that in the latest Archdiocesan edition of the Herald Citizen, some of the open-listings that appeared in the Milwaukee edition were not present. I will talk to Leahy about this.
12/15/80

62. Wagner, John
Father Laurin Wenig called me upset because word is about that Wagner is requesting to live on campus at De Sales. Wenig recalls an incident within the past year when Wagner made improper advances toward one of the students. When I asked what substantiation there was for this, he told me that Father Tom Finucan had heard about the incident from the student himself and afterwards wrote to Wagner and warned him about the incident. Wenig has already alerted Venne to the fact that Wagner should not be allowed to reside at the Seminary.
1/18/82

427. Wagner, John

Sister Michelle Olley and I spoke about Father John Wagner and his position as director of campus ministry. She knows that the Archbishop feels he should leave that post. Since it is the Archbishop's assignment, she wants him to talk to Wagner about the matter. I told her it seemed logical to offer Wagner parish-based ministry in the Racine or Kenosha area with a view to serving the needs of the campuses around there (e.g., St. Paul, Racine). She agreed and said that part of her plan would be to close the Parkside Campus Ministry.

5/7/82

485. Wagner, John

Sister Michelle Olley and I met with Wagner to let him know that it has been decided to phase out immediately the job of director of campus ministry. At the same time we discussed the probability of Father Schoofs leaving the Whitewater scene and the possibility of Wagner and Budzynski working there as a team. Wagner liked the idea immediately but still wanted to retain the coordinatorship of the campus ministry. Sister Michelle Olley pointed out the advantages of a person like De Groot assuming that coordinatorship. After much discussion, Wagner agreed. He also agreed that it would be possible for him to live in the rectory at Whitewater if he were assured his privacy. I told him that all rectories were expected to provide privacy for the parish priests. He is anxious to discuss this further with Budzynski but I told him not to say or do anything until he heard further from the Personnel Board. Sister Michelle and I were pleased at his acceptance of the fact that he could no longer be the director.

5/21/82

561. Wagner, John

Sister Michelle called me from her vacation to say that she had met with Wagner who was very upset about being asked to fill in at St. Mary, Port Washington until the parish at Whitewater is open. Initially, Wagner agreed to this when Hornacek called him but then had second thoughts and is all uptight about the matter. Michelle said that Wagner told her confidentially that the reason he did not want to return to Port Washington was because in the past he had "messed around with some girls there" and would be embarrassed to go back. He has already spoken to [redacted] about this and Michelle thinks that [redacted] understands t[redacted]n. Michelle is willing to keep him on t[redacted]ayroll if this is necessary. I told Michelle the best thing would be to make a complete break with him as director on July 1 as planned. I do not think it is unreasonable for him to be asked to do some fill-in detail until we got St. Patrick's ready.

6/15/82

635. Wagner, John

[redacted] called to say that John Wagner has accepted the request at Holy Angels, West Bend until Father Weber is able to return to work. Wagner will not be the temporary administrator since Weber will be able to handle that capacity and Wagner prefers it this way.

7/2/82

695. Wagner, John

He called to ask for some help in determining how his Blue Cross/Blue Shield benefits were to be handled. At the same time I told him that we were moving rather quickly on the Whitewater situation and that he should be talking to Budzynski and Schoofs because we wanted to move quickly. He was glad to hear that and agreed to contact both.

7/22/82

110. e_ont.

Wagner cont.

not like [redacted] because he tries to run the parish, is quite flippant, [redacted] lousily and is very sloppy. Wagner said that [redacted]'s wife is a real troublemaker in the parish. Wagner [redacted]ke to see the diocese sell the Shalom Center because it is not used by many Catholic Students. He would like to see the Archdiocese subsidize the parish to the tune of about $20,000 and direct the whole campus ministry to the parish. When we started talking about Wagner himself, there seemed to be evidence of some radical mood swings going on within him. He is having a hard time settling down and does not like living in the rectory. He feels that he has no privacy there even though he has half of the rectory and Budzynski the other half. He claims that people in town are talking about him not being available when he tries to hole up on his day off at the rectory and he would definitely like to have alternate residency. He has a young, foreign, high school student from Mexico [redacted] living in the guest room in his quarters. He spends ab [redacted]ur per day helping the student with English. The student provides him with the opportunity to get awaAand they recreate together from time to time. Wagner misses Milwaukee. He would rather be stationed in Milwaukee close to the PAC and other activities. He finds living with Budzynski difficult because he thinks Budzynski has a poor attitude. He accuses Budzynski of talking down to people and being completely unwilling to do anything for himself which he does not consider to be a priest's work, e.g., changing a light bulb. However, he said that inspite of all this, he and Budzynski are getting along ok. Wagner does not really know how long he can stay in Whitewater. He would really like to get the place on its feet and then get out of there. He has a friend in California south of Ureka who is bishop in the Syrian Orthodox Church. He said that the bishop is in consultation with Rome and is setting up an ecumenical retreat center something like Tanglewood. He would like John to come there and operate it for him as an ecumenical venture. I told Wagner that this would be out of the question and counseled him to settle down where he is at. I told him it would not be fair to himself or to the parish to be thinking of leaving at this time. As we talked, it became more and more evident to me that his mood swings are really causing him problems. He quite frankly admitted that he was mixed up. I suggested that he get the evaluation at Wausau so that he and we can see where he is coming from and what he needs. He said he would be willing to go through this evaluation and gave me several dates in March that would be agreeable. He is very close to Leo Lambert, and Leo suggested that we get this evaluation for him. After this takes place I would like to have the results shared with Leo so that he can be a part of further counseling with Wagner. I told Wagner that I was afraid that if he kept on going in this emotional condition he was going to crack up.

2/[illegible]/83

300. Wagner, John

Father William Effinger told me that he is concerned about Wagner. He has heard from some friend in Whitewater that strange things are happening, e.g., only one Mass scheduled for Easter Sunday. He thinks I ought to look into Wagner's situation. I told him I would do so.

3/13/83

Wagner, John
On Wednesday, September 18, 1985 I net with John who indicated a desire for assistance in planning his sabbatical and for some change. He expressed a hope for a situation in the Milwaukee area with the possibility of alternate residence in a home which he intends to purchase, and with a desire for some special ministry, although parish would be acceptable. He desired to participate in the round of spring transfers and requested that someone be assigned to work out the residence at his new parish after his return later this summer. I tried to contextualize the entire discussion with the practicalities with such a move and said I would bring the matter to the attention of Gene Neuman.

RJS

250. Wagner, John
On Monday, December 16, 1985.I talked to John on the phone and heard again his request for assignment in special ministry if possible, in the Milwaukee Metropolitan area with the possibility of a house if such were feasible. I indicated that a brief examination of the files revealed that Joe Janicki had been unwilling to give permission for alternate residence in the past and promised that I would bring the matter to the attention of the. Personnel Board.

RJS

270. Wagner, John
On Monday, December 23, 1985 I received two phone calls from John who was angry, abusive and very volital regarding the treatment he perceived himself receiving from the Archdiocese and the Department of Clergy. In the context of an hour's discussion I attempted to be understanding and promised a letter in which benefits and residence would be assured during the time subsequent to his return from his sabbatical while on "awaiting assignment" and seeking a new position in pastoral work. I did so and reported the conversation to Gene Neuman.

RJS

15. Wagner, John
On Thursday, January 9, 1986 John called to say a word of thanks for the letter and our attempt to bring his concerns to some kind of fair resolution. He indicated that the trustees did not feel obliged to retain his belongings in the rectory and that they had forbidden the parish secretary to do any of his secretarial work in his absence. I promised to contact the newly designated pastor, John Crosswaite, in order to make sure that John C. would be respectful of John W's concerns and possessions. I also promised to see if we could alleviate parish difficulty by maintaining John Crosswaite on salary from awaiting assignment until the end of the month as indicated in Gene's letter to John W.

RJS

204. Wagner, John
On Monday, May 5, 1986 I met with Joe Dean and Wayne Schneider to discuss the strategy for handling the questions regarding John's fiscal management at St. Patrick's in Whitewater. They decided to seek a meeting with him on Friday afternoon, May 9, 1986 prior to my scheduled appointment with him on Monday, May 12, 1986.

RJS

210. Wagner, John
On Monday, May 12, 1986 I met with John to discuss the results of his sabbatical and his reassignment process this spring. After hearing the various requirements and priorities which he had established, I indicated the difficulty I have in serving as advocate for three reasons: 1) his anger which at times was abusive and harassing to people who disagreed with him, 2) questions regarding his financial administration at the parish, and 3) the subtle reputation regarding sexual activity on his part. It was a difficult hour and one-half meeting.

RJS

[redacted]

Wagner, John
On Friday, May 30, 1986 I spoke with John who said he would be contacting and discussing the Whitewater situation with John Crosswaite in order to reestablish communication.

RJS

301. Wagner, John
On Friday, June 6, 1986 I met with John and [redacted] at St. Leo's rectory for a long and difficult discussion in which I tried to summarize the history leading to the Wausau assessment, highlighted the major elements of their conclusion, namely, the existence of an undercurrent of anger and tension as well as sexuality as an area of conflict, and repeated their suggestion for long-term therapy and medication. Our conclusion was that very different statements were being made regarding whether or not [redacted] did destroy records at St. Patrick's Parish upon his departure, whether or not there was improper accounting and missing money from the parish, and whether John Wagner was willing to show the records of the parish to John Crosswaite as J. Crosswaite was beginning to take his assignment. We also struggled with whether or not Gene Neuman said that John was "being punished" or "being singled out" by the Personnel Board in the process of reassignment. I agreed to contact the Personnel Board to see if there was a temporary placement for John while he received therapy as an alternative to his movement to Bethany House as I had suggested. Later discussions with Carol indicated that no financial records had been destroyed by [redacted] but personal papers in the context of cleaning out and moving away. Later conversation with Frank Beres indicated that no attempt had been made to eliminate John from any assignment, but rather that John's requirements had removed him from consideration by the Board as they deliberated over most of the available assignments thus far this spring. Frank agreed to contact John Wagner to see if some temporary placement might be found in order to avoid the humiliation of non-assignment. This was also [redacted] suggestion as a way of moving through the current impasse in view of Gene's absence and John's anger.

RJS

375. Wagner, John
On Monday, July 28, 1986 I met with John in my office. He is not willing to move to Bethany House, but is willing to enter therapy as soon as he is settled in an appointment. He requestes any temporary residential assignment and requests to know how long he may be waiting.

RJS

407. Wagner, John
On Monday, August 18, 1986 I spoke with some parishioners from St. Patrick Parish in Whitewater who reported that two [redacted] students claimed that John had propositioned them and this was the cause for their moving out of his rectory very early in their stay. The students who allegedly made the charge are [redacted]

RJS

524. Wagner, John
On Monday, October 20, 1986 I met with John to discuss ways in which the office might be supportive at this time. He indicated that the name of the young man is [redacted] and the name of his lawyer is [redacted] John has already begun therapy with Dr. [redacted] and signed a statement authorizing the release of John's Wausau report to Dr. [redacted] I promised to contact [redacted] in order to find the present status of the situation and to keep in contact with John in Wilmot for further developments.

RJS

On Wednesday night, September 5, 1990 John Crosswaite called to say that he had been visited that same day by Detective James Nevicosi of the Whitewater Police Force, stating that the family had contacted the police regarding John, and that the matter had been referred to the Whitewater district attorney's office. The Detective may be contacting John Wagner to investigate the allegations of several years ago.

RJS

791. Wagner, John

On Friday, October 5, 1990 I spoke with Investigator Nevicosi [redacted] of Whitewater who reported that the [redacted] family and their lawyer had contacted the police department regarding an allegation from 1985. The matter had been referred to the Whitewater district attorney's office and delegated to Investigator Nevicosi who had spoken with Bishop Leo and who had attempted to contact John himself who upon the advice of his lawyer, Martin Kohler, refused to answer any questions or meet with the investigator. In response to the investigator's request for a summary of how I was involved in initially handling the allegation, I reviewed the matter briefly from memory and promised to call his office next week when I had further opportunity to consult my personal written notes in that regard. He expressed appreciation for the cooperation of the Archdiocese, acknowledging the possibility of further legal action should the needed information not be provided by all parties concerned.

RJS

816. Wagner, John

On Friday, October 12, 1990 I spoke with Joe Dean regarding the developments in the [redacted] case from 1985. Joe recommended that some information be shared with Tom LeMieux to see if restricted ministry was in order.

RJS

828. Wagner, John

On Wednesday, October 17, 1990 I called Investigator Nevicosi who was out of the office due to a trial in order to discuss my personal notes regarding allegations received during 1986.

RJS

845. Wagner, John

On Tuesday, October 23, 1990 I spoke with John reviewing the current status of the investigation from the standpoint of our own office and again obtaining assurance that he has no direct pastoral contact with minors except the annual confirmation retreat when he joins a group of adult supervisors for that event.

RJS

854. Wagner, John

On Friday, October 26, 1990 I spoke with John highlighting the various procedures currently being requested of our office by the investigator and the way in which I will respond to them. I also spoke with Attorney Kohler that same day outlining my approach. On the same day I spoke with Investigator Nevicosi outlining the basic facts of my involvements. He stated that it was not necessary to submit anything in written form at this time.

On Tuesday, October 30, 1990 I met with Bishop Leo to discuss his fragmentary notes in an effort to reconstruct the history of our involvement in the allegation back in 1986. That same day I spoke with Tom LeMieux as Pastor of St. Catherine's in Milwaukee in order to make sure that John was indeed not directly responsible for nor regularly interacting with minors without the supervision demanded by these circumstances. He assures me that John's description of the constraints voluntarily placed upon his own ministry are indeed accurate.

RJS

226. Wagner, John

On Thursday, February 21, 1991 I received a phone call from [redacted] a former religious educator in Whitewater, reporting that she had been contacted by [redacted] who sought information regarding the young [redacted] who had lived with John at St. Patrick Rectory in Whitewater. [redacted] also announced to [redacted] that she had contacted a lawyer and was beginning some kind of legal action. She expressed a sense of discouragement and frustration over the entire investigation and felt somewhat alienated from the Church at present.

On Friday, February 22, 1991 I discussed the contents of the phone call with Bishop Leo in order to keep him informed of developments.

RJS

667. John Wagner
On Sunday evening, November 1, 1992 I spoke with [redacted] who insisted that some kind of payment be provided the family for expenses incurred in treatment for [redacted] I also spoke with her again on Monday, November 2, 1992 in the context of which she stated that the family had spent $29,653.35 for therapy. After consultation I called John Wagner himself at my first opportunity on Wednesday, November 4, 1992 and reported that sum of money to John. He stated that he continued to be pained over the entire matter and said that he wanted to ~~make~~ contribute whatever was just toward the resolution of this matter.

RJS

678. John Wagner
On Thursday evening, November 5, 1992 in the context of a program for the Kenosha community held at the Downtown Holiday Inn in Kenosha, [redacted] came forward with an allegation which was filmed by Channel 12. The following day I contacted John Wagner by phone and informed him that he was not to return to help out this weekend at Theresa until we could sort out some of the issues.

RJS

683. John Wagner
On November 6, 1992 I returned my promised phone call to [redacted] stating that I was calling as promised, asking for the receipts in order that they might be viewed professionally and suggesting that future conversations would be more constructive if placed in a more private setting rather than before cameras in a large community meeting. This comment was counseled by Matt Flynn and evoked considerable emotional response from her. She stated that she had been present for the Sheboygan meeting in order to determine how things were presented.

That same day I spoke with Attorney Kohler who was calling at John's behalf. I assured him that John would receive salary while we determined John's situation. I also noted my ongoing discomfort with the way in which the entire process had been handled in a very strict legal fashion rather than a more pastoral approach.

RJS

827. Wagner, John
On November 9, 1992 John Wagner called to inform us that he would be on retreat at MPH retreat house this week. He is very concerned because of a woman's allegation at a public meeting in Kenosha on 11/5/92.

RTV

871. Wagner, John
On November 17, 1992 John Wagner called to inform us that his attorney Martin Kohler received notice from Atty. Bob Elliott that the [redacted] family was being represented by his firm. John thought that he was being included in a class action suit with other priests. I spoke to Martin Kohler who clarified that this is not a class action suit, but that Atty. Elliott informed him he was representing other victims of clergy abuse. Atty. Kohler was concerned that we knew about the [redacted] demands and had he been informed would have tried to settle before it got to a lawyer. In a meeting between Wagner and [redacted] this summer, Atty. Kohler had [redacted] sign a document that he would not proceed any further with this case.

RTV

Name priest to board of teenage exchange group

SHEBOYGAN — A Sheboygan-area campus minister, Fr. John C. Wagner, has been named to the board of directors of the Youth Exchange Service, of San Clemente, Calif.

The (YES) organization is involved in bringing to the United States and sending to other nations teenage students who will live with YES—approved families for varying periods during the school year.

During the current school year, Father Wagner is sharing his home with [redacted] a student at South high school here. Last year, he hosted another student from Mexico for two months while the young man attended South.

Father Wagner serves as director of Catholic campus ministry for Lakeland college and the UW Center — Sheboygan county campus. He lives at Tanglewood retreat center, 5414 Evergreen dr., and heads the Tanglewood organization.

For the 1980-81 school year, arrangements are being made for a student from Belgium to live with Father Wagner.

March 31, 1983

Rev. John C. Wagner
St. Patrick Church
[redacted]
Whitewater, WI 53190

Dear John:

This letter is to confirm the arrangements for your consultation session of your health evaluation with Psychology Associates in Wausau, Wisconsin. Your appointment has been set for Monday, May 2, 1983 at 10:00 a.m. I am asking Leo Lambert to also be present for the consultation. I will, however, make the arrangements with him for his transportation. You will not have to worry about that matter.

May the Risen Savior grant you his blessings of peace and joy in this Holy Season of Easter.

Fraternally,

Reverend Joseph A. Janicki
Vicar for Priest Personnel

JAJ/srs

COPY

March 16, 1983

CONFIDENTIAL

Dr. [redacted]
Psychology Associates
2422 Stewart Square
Wausau, WI 54401

COPY

Dear Tony:

I am referring Father John Wagner to your evaluators basically because I am concerned about his variant mood swings and suspect he may be going through a vocational crisis. At present he is part of a team with another priest at St. Patrick's Parish in Whitewater. John is the administrator of that team though younger than the other priest. The parish housekeeper and secretary have both told me that they do not feel Father Wagner is doing an adequate job of running the parish. These women feel that a real sense of religion and prayerfulness is lacking and they seriously question Wagner's ability to lead the people. All of this contrasts sharply with Wagner's own estimation of himself. One of his best priest friends, Father Leo Lambert, thinks that Wagner is "amoral". Lambert feels that Wagner has some psychosexual problems that he is not dealing with and that are causing inner conflict. Wagner has mentioned to me his deep desire to take up an ecumenical kind of ministry in California that is headed by a priest from the Orthodox Church. Archbishop Weakland knows this person and has told me that the group on the West Coast Wagner refers to has heavy homosexual overtones. Whenever I talk to Wagner I get the feeling that he is a mixed up young man who has an extremely egotistical notion of himself and his abilities. I would like to see if something could be done to help him before he either walks out of the priesthood or harms the parish.

Let me know if I can be of further help in providing information. When it comes to sharing the results of this evaluation, I would like Father Leo Lambert and myself to be a part of that session.

Sincerely yours,

Reverend Joseph A. Janicki
Vicar for Priest Personnel

JAJ/srs

October 13, 1986

The Reverend John C. Wagner
Holy Name Church
[redacted]
Wilmot, WI 53192

COPY

Dear John:

Recently, I was very grateful to learn that the request which I conveyed to the Personnel Board shortly after our meeting at St. Leo's Rectory last May, namely that you be provided with at least a temporary assignment, was finally implemented in your appointment as administrator in Wilmot. Only last week I received my copy of that formal assignment, and I truly regret the long delay you have experienced since returning from your sabbatical. I tried to be an advocate in your behalf, keeping in mind the substance of our discussions earlier this summer.

I hope you are experiencing some positive and truly healing opportunities for prayer and ministry at Holy Name. Let Bishop Leo or me know if we can be of any assistance to you during this extended period of return and relocation.

Inquiries at Whitewater are still under way as far as I know, but it would seem that your administration has been cleared of at least some of the questions which arose last spring. I still await a final report from local authorities there who will be communicating with each of us in due time, I'm sure.

When we spoke last May you indicated a willingness to enter into counseling in order to bring all the issues to final resolution so that you might be on with you life and ministry, but preferred to wait for an assignment before initiating such a relationship. Since some of the issues discussed last year continue to rise, I write requesting that you now begin professional consultation with a recognized psychologist in our area for mutual protection and personal growth. While I recommend someone of the caliber of Dr. [redacted] (6815 West Capitol Drive, [redacted], I leave the selection of the person to anyone agreeable to both yourself and our office. Know that our office would be willing to assume any of the costs not covered by your insurance benefits. It might be wise to authorize the sharing of a copy of the Wausau report with the psychologist we finally select. This would provide continuity and background.

I truly wish to be supportive in all this, joining you in the prayerful request that continued spiritual health and growth crown our efforts to serve the Lord and His People.

Fraternally,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/srs

COPY



ARCHDIOCESE OF MILWAUKEE

Episcopal Delegate for Clergy

3501 S. Lake Drive
P.O. Box 2018
Milwaukee
Wis. 53201
414/769-3300
Archbishop Cousins
Catholic Center

November 24, 1986

Mondaymorning
(morning)

Dear John,

I tried to call you about nine this morning or shortly thereafter, but missed you. Later I learned that you were meeting with Gene this morning so I take the liberty of leaving a note for you as I march off to the meeting with those who are appointed pastors for the first time.

The first thing I called for this morning, was to ask how things were going at Wilmot and within your own life. I hope things are settling down, and I realized that it's been a while since we spoke - probably due to the pressures of the meeting in Washington last week.

The second thing I wanted to do was to reaffirm the caution which Leo Brust indicated he had shared with you by telephone just prior to our departure for Washington, namely the urgent and insistently repeated admonition from our legal counsel that it would be a mistake to move toward a permanent placement at the end of the your stay in Wilmot next month. The potential hazard of such a move in view of the situation and the publicity given to suits in Green Bay would suggest rather that you be discussing a place of residence in a parish while you continue conseling, with the possibility of some pastoral work there. I did not realize how legally precarious your present situation really is when I encouraged your initial discussions with the personnel board regarding your next assignment. That you didcuss the matter is good; that you anticipate placement in mid-December or shortly thereafter seems unwise to both bishop Leo and myself.

This may be tough for you at this time, but the case is a very very serious one, and everyone needs the most protection possible. Thanks for the grace of struggling with you through this time.

Sincerely,

Dick Sullivan

CENTER FOR PSYCHOLOGICAL AND SOCIAL SERVICES
Atrium Building, Suite 307 6815 W. Capitol Drive Milwaukee, Wisconsin 53216 Phone: (414) 463-8540

RECD
JAN 20 1987
1111

January 16, 1987

Bishop Richard Sklba
Archdiocese of Milwaukee
3501 South Lake Drive
Milwaukee, WI. 53207

Dear Bishop Sklba:

This is in regard to Father John C. Wagner and is a summary of the discussion held with you, Bishop Brust, Father Wagner, and me a few weeks ago. The point at issue was Father Wagner's readiness to accept an assignment.

It was my position at the time that Father Wagner's sexual drives are strong and that no mental health professional could predict with certainty whether he could, indeed, live a celibate life. At the same time, since his gifts as an administrator, fund raiser, liturgist, and homilist are generally acknowledged, it would be most unfortunate if his propensities for sexual acting out were seen to preclude an assignment. The events of the past few months have had a salutary effect on Father Wagner in bringing home to him the serious consequences of sexual activity. I do not believe that delaying an assignment would have any effect on his potential behavior in this regard.

I believe that the potential for a fruitful career in the ministry can be enhanced if certain safeguards are built into Father's assignment. As you know, these have been discussed with him, and he agrees to them.

Father Wagner has agreed to commit himself to a life of celibacy. He agrees to continue regular spiritual direction, on a bi-weekly basis, with Father Thomas Suriano. In this context, Father Suriano will supervise both his ministry work and his spiritual work. Father Wagner agrees also to concentrate on the administration of the parish to which he is assigned. He agrees to do no counseling with anyone under the age of 18, unless there is an adult present in the room or in the next room. Recognizing that a "dual relationship" can present dangers, he will avoid any contact with future counselees outside of the appointed counseling sessions. He agrees in any future counseling relationship never to say or do anything to a counselee that can be construed as involving emotional or physical contact.

Finally, there is general agreement that Father Wagner needs regular fraternal contact with other priests. For this reason, it would be highly beneficial if he were assigned to a setting with at least one other priest in residence. In addition, it would be highly beneficial if a network of priests existed in the area to which he was assigned with whom he could meet informally on a regular basis.

Please feel free to contact me if you have any further questions.

Sincerely yours,

[redacted]

[redacted], Ph.D.
[redacted]g Ps[redacted]gist

WJJ/ad

CC: Bishop Leo Brust
CC: Father John Wagner

ST. MARY SCHOOL

The Purpose Of St. Mary School Is To Serve God And His Family

May 26, 1987

Most Reverend Leo J. Brust

Most Reverend Richard J. Sklba

RECEIVED
MAY 29 1987

Dear Bishop Brust,

I am writing this letter in regard to a gentleman by the name of [redacted] walked into my office at the end of March and offered to do volunteer work in school. [redacted] Noticing that he was a daily Communicant and had offered his services at the rectory, I just presumed he was ok and on the level.

What started out to be two half hours a week to tutor children outside the classroom has developed into his being here all day every day. BEing around, we tried to find work to keep him busy. He went to different people, including the maintenance man to find something to do.

I have felt an uncomfortableness in [redacted] but couldn't pinpoint why I felt that way. His background is unknown, he lives alone, avoids his father when he stops to see [redacted] and just doesn't say much at all. All of a sudden, he is taking final examinations at UWM and we are all wondering when he has been attending classes?

Father John Wagner spoke to me, as Principal, and to Father Glass about his situation regarding [redacted] This alerted me to be more cautious about [redacted] and do some inquiring. To sum up my findings; other staff members feel the same uncomfortableness as I, [redacted]. I feel he is firmly establishing himself throughout the school. There is concern as to what he is really after. I fear there may be a pattern developing.

I had an unexpected encounter with [redacted] last Friday, when he came into my office asking if I was displeased with his work here at school. I was honest in telling him of my not feeling right about a volunteer who is around allday with no set duties to perform. He then offered to wallpaper my office for free. [redacted] left and did not return in the afternoon, but did appear today with work in the library.

430 N. Johnson Street - Port Washington, WI 53074 - Phone 284-2441

ST. MARY SCHOOL

The Purpose Of St. Mary School Is To Serve God And His Family

My concern in writing you is two-fold. First, out of his own kindness, Father John Wagner thought it would be nice to get acquainted with [redacted] since he had been volunteering in school and the rectory. The damage [redacted] did as a result of it, I am feeling guilty because I didn't check up on the man in the beginning before allowing him to work in our school. Second, what direction will [redacted] take concerning the school because I told him that I prefer his not being here all the time.

I just feel you should know this in case other things develop. I thank you for taking the time and reading this letter.

Thank you, also, for sending Father John here replacing Father McCarthy. He has been a great support to Father Glass in helping Father let go of his present work and easing into his retirement. I know Father Glass was appreciative of his help in looking for an apartment. Father Wagner's sermons are instructional as well as inspirational. He has excellent ideas on organizing programs for our elderly in a parish as well as good ideas for school.

Father John will be a great asset to any parish and I do wish him a pastorate soon. After moving around, he needs the stability of having his own parish and building his own Christian community.

I know your concerns are many, and I wish you the strength to work through them and the peace of heart in being of service to your Priests. They are special because they are God's anointed and so desparately needed by our society of today. You are in my prayers.

In Christ,

Sister Maxine Bauer

Sister Maxine Bauer, SSND
Principal of St. Mary's School

430 N. Johnson Street - Port Washington, WI 53074 - Phone 284-2441

October 13, 1987

The Reverend John C. Wagner
St. Catherine Church
[redacted]
Miwlaukee, WI 53223

COPY

Dear John:

Sincere congratulations as you experience the long awaited opportunity to reenter formal assignment in pastoral service to a parish community. I am delighted with the news and send you my best wishes and prayerful support. I have already heard from one of the families present at a recent youth mass of the successful and positive response which you received on that occasion.

May the Lord continue to be supportive during this time of transition and relocation.

At the request of Bishop Brust, I write asking that you and Dr. [redacted] review any special safeguards necessary for fruitful use of the opportunity for alternate residence in connection with your pastoral work at St. Catherine's. Bishop Brust would be grateful to share Dr. [redacted] approval of any special considerations or limitations which you might choose to impose upon yourself during this period of renewed pastoral work. Since there may be some stresses involved, as well as energizing opportunities, we desire to be as supportive as possible.

Sincerely,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/srs

cc Dr. [redacted]

ARCHDIOCESE OF MILWAUKEE
3501 SOUTH LAKE DRIVE • P.O. BOX 2018 • MILWAUKEE, WISCONSIN 53201 • PHONE 414/769-3300

OFFICE OF THE AUXILIARY BISHOP

FILE COPY

May 24, 1988

[redacted], Ph.D.
gical and Social Services
Atrium Building, Suite 307
6815 West Capitol Drive
Milwaukee, WI 53216

Dear Dr. [redacted]:

Please accept my sincere appreciation for your letter of May 6, 1988 in which you provided an assessment of the progress and current condition of Father John Wagner. Your supportive efforts in his regard, and your ability to maintain his confidence while providing the challenges which maturity and growth may require, is deeply appreciated by all. I thank you for the wisdom and sensitivity which you have brought to this discussion.

At a recent meeting of diocesan lawyers, I learned that attorneys were recommended to seek a double opinion from professional sources before recommending reassignment after difficult situations. I am not sure at this time how such advice will be received or implemented, but I take the liberty of bringing this more recent national development to your attention should we find ourselves seeking special assistance in other cases down the line.

I continue to hear good things about John's preaching and energetic presence at St. Catherine's. May the graces of Pentecost sustain you and those whom you love and serve always.

Sincerely,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/srs
cc Reverend John C. Wagner

CENTER FOR PSYCHOLOGICAL AND SOCIAL SERVICES
Atrium Building, Suite 307 6815 W. Capitol Drive Milwaukee, Wisconsin 53216 Phone: (414) 4638540

May 6, 1988

RECEIVED
MAY 11 1988

The Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee
Archdiocese of Milwaukee
3501 South Lake Drive, P.O. Box 2018
Milwaukee, WI 53201

Dear Bishop Sklba:

I thought it would be appropriate at this point to give you a progress report on Father John Wagner. Therapy visits are now relatively infrequent, ranging between once every three weeks to once a month. I have only his word to go by, but John has been a remarkably truthful informant in the past. Therefore, I generally trust what he has to tell me. I think that he is functioning well within his parish assignment, finding a place within the pastoral team which does not ruffle its feathers excessively nor hamper his needs for creativity beyond what one might ordinarily expect. Both John and I have kept an eye on the information in the "Wausau Report" regarding his alleged manic tendencies and suppressed anger. From report he has assuredly handled his anger well and seems to have kept from stepping on others' toes in the sense of building enormous castles in the sky.

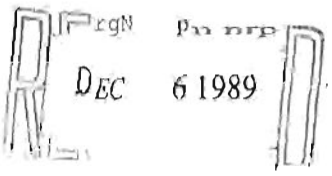
John seems to be under control sexually as well. The fact that he has his own apartment seems to have a salutary effect on him, so that he enjoys the independence from parish phone calls when he is not on duty, as well as the privacy that being alone in his own place affords him. He has not used it, so far as I can tell, in a sexually predatory fashion. Indeed, he has very largely lived up to the agreement which we worked out together several months ago. The tone of the above seems, in retrospect, rather negative. In reality John actually seems to be enjoying his priesthood rather remarkably and fitting in within the parish structure with the gifts that he is most aware of. He senses that he is appreciated as a liturgist, an organizer, a conciliator and a planner. While it is entirely possible that he is neglecting to report the degree of strain felt by others toward him, I am personally convinced that he is functioning well within his present assignment.

Once again, let me thank you, Bishop Brust, and the Archbishop for your confidence in my work.

Sincerely yours,

[redacted], Ph.D.
[redacted]ist

December 4, 1989



Bishop Richard Skiba
Department for Clergy Personnel
Archdiocese of Milwaukee
P.O. Box 07912
Milwaukee, Wisconsin 53207

Dear Bishop Skiba,

It has now been a little more than three years since I began seeing Dr. [redacted] on a regular bases. Thus, it seems an appropriate time to give an update [redacted] onal evaluation of the progress and growth made. I ask that you share this letter and its information with Archbishop Weakland and Bishop Brust since the three of you are ultimately concerned about the care and ministry of each of us as priests.

Prior to the mailing of this letter, it was shared with Dr. [redacted] and he said it should be mentioned that he concurs with all that is here stat [redacted] he welcomes any contact you may wish to make with him regarding any of the issues contain herein.

Let me begin by stating that he and I have agreed that the tasks which were assigned have been completed. The commitments relative to celibacy which I made to you and Bishop Brust in the presence of Dr. [redacted] in his office in 1986 have been fully lived. Let it also be mentioned that [redacted] ery intention to continue in all those commitments. They have become a pattern of my life. Even though the tasks have been completed, Dr. [redacted] nd I have agreed to continue meeting on an occasional bases.

The rest of this letter will be divided into a review of,Spiritual, Physical and Mental growth as viewed over these past years.

In the area of Spirituality, I continue on my journey aware of the gifts of faith in my life and the gift of ministry. Prayer is a regular part of my day wherein I have found solitude and meditaion a great help. Comments made about the depth of homilies and prayerfulness at Mass, serve to affirm that good things are happening in my spiritual and personal prayer life. Tom Suriano continues as a regular spiritual director and has been a blessing

Regarding physical well-being, over the past three years I have come to even greater realization of how important good health and proper care of oneself is so as to enhance all of life; physical, spiritual and mental. I always knew that but now it is practiced on a regular bases. My weight is down to 166lbs, blood pressure is 100 over 70 and pulse is at 56. Brisk walking has become a regular exercise. This summer alone I have walked 358 miles on the beach. The beach has become a very "sacred" spot wherein I sense, know and encounter the presence of God.

Intellectually and mentally all is going well. The self-esteem which had suffered for a long time is recovering. I know who I am and I accept myself. There is a real commitment to working with both my "grace" and "shadow" sides. A healthy discovery made over these years, which I am sure you can appreciate, is that as I have come to accept

my frailties, failures and gifts; it has become easier to accept the frailties and failures of the institution. The anger I carried a few years ago, is gone. I am at peace with myself and the Church. Of all the good things that have happened over these years, this I count as a real grace. I am at peace.

In the area of accademic learning; continuing education has always been and continues to be important to me. I continue reading in lots of areas and am attending workshops and classes for personal and profession development. There are areas that still need work in my life and one on which I am presently focusing attention is, how to better handle criticism in a positive way so that the "exchange" will be healthy for all involved. That is taking some effort at the present time, including classes on the topic.

I am aware that in a past evaluation prior to 1986, it was stated that there was possible manic behavior and that anger was a part of my life. Dr. [redacted] has stated that he sees no evidence of any manic behavior nor any display or s[redacted] appropriate anger. He mentioned that given the recent past history of the present assignMent, there were plenty of opportunities to manifest both and yet neither ever surfaced. Infact on three separate occasions he stated that, through all the changing turmoil at St. Catherine's and the sensitive staff problems, I have remained as he said; "the only island of calm in a sea of storms".

Moving now to a final issue; Dr. [redacted] has mention that for me it is healthy to have new and varried challenges. [redacted]tunities brings out the best in me. Those who know me would agree. He said that soon St. Catherine's Parish would no longer be the challenge it once was. In his words, it would become boring. We talked about this from a number of different perspectives and one concern I voiced is that for some in personnel work if a priest moves often he is thought of as unstable and not committed. Dr. [redacted] said that conclusion is simply not true for me. I share this for my own sake[redacted]s. For me, because I know inside that what Dr. [redacted]ays of me is true and healthy. For you, because you can help people in pe[redacted]ork understand that regular new assignments and new roles for some priests are not a sign of instability or lack of commitment but rather a healthy adult response to their gifts. As you can tell I still have concern overwhat others think of me but am working at a proper balance to that.

With Dr. [redacted] retiring in two years, with all the critical present needs for collabora[redacted]ng addressed and with the need for priests with gifts for new challenges in pastor assignments to come forward; I want to ask directly and I ask-that you give me a direct answer to a question that has been on my mind for some time. I am sensitive to the fear that Church may have because of any number of public revelations concerning activities of some priests. Yet I am strong and am honestly working at what needs changing in my life so I ask. Can I be appointed to the position of pastor? As an adult I have a need to know if this is "in the cards" for me.

If the answer is yes; knowing that Dr. [redacted]vill be retiring in two years, knowing the need for priests with talents I h[redacted]p make collaboration effective during these next two years, could I be appointed as such during this time frame?

I have and continue to do all that has been asked. Much growth has come with the help of many people who have patiently cared for me and at the same time have challenged me. Not only Tom Suriano and Dr. [redacted] but you, Bishop Brust and Archbishop Weakland have been good to me from the [redacted]days of this journey to wholeness.

For all that I am thankful,

John C. Wagner

WAIVER

In consideration of John Wagner granting my request that he meet with me on May 15, 1992, I, [redacted] hereby agree to release, acquit, discharge and forever hold harmless John Wagner from any and all claims, actions and causes of action, demands, right, damages, costs, loss of services, expenses and compensation whatsoever, thay may arise of such meeting, whenever, however, and if ever they may arise, from the beginning of the world to the end of time.

It is [redacted] wish, hope and desire that the meeting of May 15, 1992, between John Wagner and [redacted] take place and not the wish, hope and desire of anyone else in the world.

Dated this 15th day of M[redacted]

Witness: [redacted]

ARCHDIOCESE OF MILWAUKEE

3501 S. Lake Drive • P.O. Box 07912 • Milwaukee, WI 53207-0912 • (414) 769-3300

Office of Auxiliary Bishop

July 6, 1992

Rev. John C. Wagner
[redacted]

Dear John:

Thank you for your letter of June 30, 1992. I am pleased to learn that speedy action on the part of Tom Trepanier enabled you to continue Sacramental ministry in the service of the folks at Theresa while the Board works with the Vicar and the Archbishop in seeking a suitable assignment at this time.

I am sorry to learn of the financial loss which you incurred as a result of your inability to obtain the loan for the house near the lake. At the same time, it may have been precipitous to enter such an agreement at this time of transition. I remember your reference to your apartments somewhere in the area and hope that this might prove some kind of balancing financial asset for you. Meanwhile, my best wishes for the peace of this season and a fruitful resolution of the issues we raise in common.

Sincerely,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/rc

Copy: Fr. Tom Venne

John Charles Wagner
[redacted]
Milwaukee, Wisconsin 53224

June 30, 1992

Bishop Richard Sklba
Office of Auxiliary Bishop
Archdiocese of Milwaukee
P.O. Box 07912
Milwaukee, Wisconsin 53207-0912

Dear Dick,

This letter is meant to be an update for you on two areas of development since our meeting of June 24th.

First, thanks for arranging the help out work at St. Theresa. The people there have been so very welcoming. I appreciate the opportunity to minister with them and no doubt they appreciate having a priest for services. They do things a little different up there for mass and I am sure I may be a little different for them too. It will be a good experience for all of us.

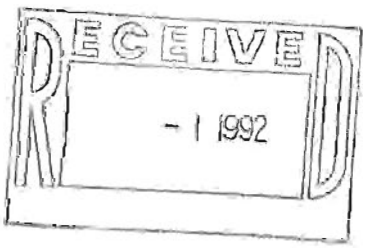
Secondly, I am not buying the house near the lake. Since I am not employed full time, the bank has cancelled my loan. It has been a very expensive experience. The seller is contesting the escrow because he feels that I went back on the offer to purchase so I am out $6,000.00 It is a lot of money to lose but there is no choice at this time. Hopefully something positive will come from all of this in my life.

That's all for now. I will continue to keep you informed of any developments that happen. Thanks again for the placement at St. Theresa.

Peace,

John

Rev. John C. Wagner



CENTER FOR PSYCHOLOGICAL AND SOCIAL SERVICES
6101 W. Vliet Street Suite 104 Milwaukee, Wisconsin 53213 Phone: (414) 258-9888

SEP 08 1992

August 17, 1992

Most Reverend Richard J. Sklba
Archdiocese of Milwaukee
3501 S. Lake Drive
PO Box 07912
Milwaukee, Wisconsin 53207-0912

Dear Bishop Sklba:

Father John Wagner and I discussed your June 24th letter on our last visit and he asked that I write you concerning his present situation and the questions of future assignments.

In actuality there is not much I can add to what I have communicated to you in the past. To the best of my knowledge he has continued to adhere to his pledge of celibacy and has done everything necessary to avoid occasions in which his predelictions might be exercised. He has avoided even casual contacts with adolescent males and has done so throughout the period of time that I have been working with him. At the same time he has performed his priestly duties both skillfully and with enjoyment. The problems that emerged at St. Catherine's during the past few years were clearly not of his making.

I see Father Wagner as a gifted person and could visualize him functioning as a pastor. With relatively infrequent psychotherapeutic monitoring, he can be expected to keep his sexual appetites in check. Although one can never be certain of these matters, I make this statement with considerable confidence. At this juncture any impediments to assignment as a pastor appear to be more legal than psychological, and that is an area I cannot address myself to.

I will be out of town through August 22nd. If you have any further questions about this matter please call me at home at [redacted]

Sincerely yours,

[redacted], PhD (98)
[redacted] Ph.D., ABPP
Consulting Psychologist

[redacted]

RECEIVED
AUG 24 1992

exual-abuse lawsuit names priest

By MARIE ROHDE
Journal religion reporter

A 24-year-old South Dakota man has filed a civil lawsuit saying that his former parish priest sexually abused him when he went to him for counseling in 1985 because he was contemplating suicide.

The man, who lived in the 10-county Milwaukee Archdiocese at the time, was 17 when he sought counseling and was allegedly abitSed by the Roman Catholic priest

The priest Who is accused in the lawsuit is listed as "awaiting assignment" and could not be located. Matthew Flynn, a lawyer representing the archdiocese, said he had not Seen the complaint and could not comment on it.

Also named as plaintiff's were the parents of the man. They and their son are suing the archdiocese, the priest and the parish he served.

Robert Elliott, a lawyer representing the man and his parentS,. said the matter was referred to civil authorities last year for posSible criminal charges. However,. those were not issued. because the six-year statute of limitations for possible felony charges had expired.

According to the lawsuit, the: than suppressed and was unable to

Please see Priest *page* 8

Priest

From page 1

perceive the existence, nature or cause of his psychological and emotional injuries until last November.

The plaintiffs contend that they and the priest agreed in 1985 that the priest would provide psychotherapy and counseling for the youth's mental and emotional prOblems. Instead, they claim that the priest sexually assaulted and molested the youth on a number of occasions while he was a minor.

According to the lawsuit," the youth attempted to begin college studies after high school but had to withdraw because he had a nervous breakdown and was hospitalized, a result of the sexual abuse and other actions by the priest.

The Suit says that the archdiocese is responsible because the priest was its agent and it was negligent in allowing priests to render psychotherapy and pastoral services to parishioners withoUt first being properly trained. The lawsuit also alleges that the archdcese should have known that the priest had an alcohol and pedophiliac problem before 1985.

Story times offered at Greenfield Library

Greenfield — Winter story time at the Greenfield Library, 7215 W., Cold Spring Road, begins Monday and runs until Feb. 15.

Registration is required. Call 321-9595.

IT'S ALL HERE!
STATE FAIR PARK, WM.
JAN. 9-10
10 A.M.-5 P.M., SAT & SUN

STATE OF WISCONSIN CIRCUIT COURT [redacted] COUNTY

[redacted]

Plaintiffs,

vs.

Case No. [redacted]

ARCHDIOCESE OF MILWAUKEE,
REVEREND JOHN WAGNER, and
ST. PATRICK'S CATHOLIC CHURCH,

Defendants.

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "agreement") is made by and between [redacted] plaintiffs (hereafter sometimes referred to as "claimants"), and the Archdiocese of Milwaukee (hereafter "Archdiocese"), John Wagner, and St. Patrick's Catholic Church hereafter sometimes collectively referred to as "defendants").

WHEREAS, the claimants have alleged certain claims for damages against the defendants, based on certain allegations that John Wagner sexually abused [redacted] which allegations are more fully set out in the complaint in this case; and

WHEREAS, the defendants deny the liability alleged as set out in their answers; and

WHEREAS, the parties to this agreement wish to settle and compromise all claims of [redacted] against the Archdiocese of Milwaukee,

OBZ\40828.

John Wagner, and St. Patrick's Catholic Church, and against all of the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all parishes, including without limitation St. Patrick's Catholic Church and any persons or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, including, without limitation, all insurers of the Roman Catholic Archdiocese of Milwaukee and its affiliated entities, arising from the assaults and other conduct of John Wagner alleged by claimants, without the necessity of further expense and proceedings in this litigation, and wish to generally release one another from all liability for any claims that may exist to the date of the signing of the agreement, including, but not limited to, any sexual abuse or assault claim by [redacted] against the Archdiocese, and against any other persons or entities listed above who may allegedly be responsible for the actions alleged;

NOW, THEREFORE, in consideration of the mutual promises herein provided and other valuable consideration, receipt of which is hereby acknowledged, the parties to this agreement hereby agree as follows:

1. The defendants agree to pay to [redacted] jointly the total sum of $100,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees

associated with this settlement. In addition to the payment above, the defendants jointly agree to pay for ten years of psychotherapy expenses for [redacted] with a cap on those expenses per year of $5,000. Therapy bills are to be submitted directly to the Archdiocese from a licensed therapist and will be promptly paid upon receipt of those bills. The parties further agree that the Archdiocese shall make payment to the therapist for reasonable bills, charged at the customary normal rate charged by that therapist to his or her patients generally, for therapy services actually provided to [redacted] for up to a capped amount of $5,000 a year for ten years ~~commencing~~ on January 1, 1994, and ending on January 1, ~~1994~~ 2004. The total joint obligation of the defendants under this paragraph shall not exceed $5,000 for any individual year, nor shall it exceed a total of $50,000 for the ten year period.

2. In return for the payments above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, [redacted] hereby release and forever discharge St. Patrick's Catholic Church, John Wagner, the Archdiocese of Milwaukee, and all the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all parishes, including without limitation St. Patrick's Catholic Church and all of its employees, agents, officers, directors,

and assigns, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee, from and covenant not to sue them for, all claims, causes of action, charges, and demands of any nature, whether in tort, contract, or otherwise including but not limited to conspiracy and punitive damages, that they may have had at any time up to and including the date of the signing of this agreement, including but not limited to any claims arising from any assault, injury, whether physical or mental, or any other activity of John Wagner, including any claim for loss of companionship or other damages, and including all claims set out in the above captioned complaint.

3. John Wagner, St. Patrick's Catholic Church, and the Archdiocese of Milwaukee hereby release and forever discharge the claimants from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this agreement.

4. All parties agree that the above captioned action may be dismissed with prejudice, on the merits, and without costs to any party. They further agree that their attorneys will execute a stipulation for dismissal in the form attached as Exhibit A.

5. The claimants and defendants mutually agree that neither they nor their attorneys nor representatives will reveal to anyone, other than as may be mutually agreed to in writing, any of the specific terms of this agreement or any of the amounts, numbers or terms and conditions of any

sums payable to the claimants hereunder. Claimants hereby understand and agree that this confidentiality section of the agreement is of paramount importance and that observance of this confidentiality section is of the essence to the agreement achieved between the parties. All parties agree to abide by the terms of this confidentiality section as consideration for and as an integral part of the agreement.

6. Nothing in this agreement shall be construed as an admission of liability on the part of any party.

7. [redacted] declare that they have read the foregoing agreement; discussed it with their lawyer; and fully understand its terms. [redacted] further declare that they have obtained professional counseling for the injuries and assaults alleged and understand their impact on them, and understand that their condition could worsen in the future; declare that they are entering into this agreement with the advice of the lawyer retained by them; and declare that they voluntarily accept the terms and sum of money under this agreement for the purpose of making a full and final compromise, adjustment and settlement of all claims of any nature that they may have against the defendants.

8. In witness of this agreement, we have hereunto set our hands on the dates respectively indicated.

[redacted]

JOHN WAGNER

Date: _____

In the presence of:

ADOM023157

ST. PATRICK'S CATHOLIC CHURCH

By: _____

Title: _____

Date: _____

In the presence of:

ARCHDIOCESE OF MILWAUKEE

By: Rev. R. Thomas Vesey

Title: Vicar for Clergy

Date: 11/23/93

In the presence of:

ARCHDIOCESE
OF MILWAUKEE
3501 SOUTH LAKE DRIVE • P.O. Box 07912 • MILWAUKEE, WISCONSIN 53207-0912 • PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

OCT 2 3 1995

March 30, 1994

Reverend Daniel Ward, OSB
St. Gregory Abbey
1900 West MacArthur Drive
Shawnee, Oklahoma 74801

Dear Dan,

Thanks so much for taking the time to come to Milwaukee to discuss Father John Wagner's case with me. Having considered what you, as Advocate for Father Wagner, set before me I have come to some conclusions in the matter.

I see no possibility of accepting the first option presented. Father Wagner will not be able to be assigned to a ministry position within the Archdiocese of Milwaukee due to the nature of past events and the scandal connected with them.

I am willing to have you move ahead with the process for dispensation from the obligation of priesthood for Father Wagner. In order to work out the details of the negotiations for Father's transition I would request that you contact Matt Flynn, our diocesan attorney, whom I have authorized to act on my behalf in this regard. Matt will be expecting to hear from you in the near future to arrange for a time that is mutually agreeable for working out these details.

May the peace of our Risen Lord reside in your heart.

Sincerely in Christ,

+Rembert G. Weakland

Most Reverend Rembert G. Weakland, OSB
Archbishop of Milwaukee

SAINT LEO CONGREGATION
2470 WEST LOCUST STREET
MILWAUKEE, WISCONSIN 53206

16 October 1986

Caro Vescovo Nostro,

Good morning!

I'm late for something, so I will try to be concise.

You remember that [redacted] counselor called me, said that she felt a good meeting between her, John Wagner, and me would probably suffice to bring closure to this matter. We had tentatively been considering this approach.

But John Wagner has seen [redacted] He also has seen a lawyer, Martin Kohler, at the urgings of [redacted] Now new concerns surface.

[redacted]: he says categorically that John should avoid such a meeting at this point, should work through the lawyer as to contacting them, if at all.
To be specific: this is how John Wagner described [redacted]'s advice; I didn't talk to him personally.

LAWYER MARTIN KOHLER: he was so concerned that he took the initiative to call me. I was away, at Waupun, returned the call to his home yesterday evening.

He too is nervous; he feels most strongly about the complete need to avoid all reference to any problematic conduct, if the meeting occurs. The same holds true for me, of course, hence the conversation would really have to be porous.

He says that such meetings increase the risk but do not provide the security which is intended. Anything that is said could be used against John. On the other hand, agreements reached are by definition informal and hence unbinding. People can "agree" to things, then later "change their minds". Surely closure cannot be accomplished in any legal sense.

He says that he knows too many counselors who are eager to induce such conversations, then use them to cooperate with the DA. The counselor in question really is a "blind date".

The mother's main goal, we are told, is to insure that John and the young man do not see each other in the future. But the young man is now 18, is legally free to see anyone he desires to see, including John, no matter how his parents feel about it and no matter what agreements are made informally.

[redacted]

JOHN WAGNER: he is suspicious of the young man's counselor, her understanding of "confidentiality". He feels she is the person who told the parents about the problematic conduct in the first place.
John knows that he didn't tell them, he believes the young man when he says that he didn't tell them either.
(I feel that the boy may have told them, but John believes the young man on this point, hence he feels that the counselor told the parents about the problem.)

TOM SURIANO: the young man's counselor took the initiative to call me, and she assured me that our meeting would be "confidential". If this is so, I wonder, then how can enough be communicated to the parents to calm their fears, etc. (Eclectic confidentiality is risky.)

Mom was so very irate, bordering on sarcastic, when she spoke to me that I lack the counselor's confidence that a meeting between her, John, and me would suffice to bring "closure".

* * *

I am still willing to go down there or to be of service in any manner, of course.

But since I was going down there for you, I felt obligated to share the views of [redacted] and of the lawyer.

Personally, I suspect that the prior plan might be more efficient: a personable call from you to the parents.
On the other hand, if even that doesn't suffice, then we know for sure that a meeting between me, John, and the counselor would not have been adequate.

I'll try to stay in touch with John; he is very frightened, needs an ear for ventilating these things. Also I will try to hold him to the growing pains of his work with [redacted]

As to visits, interventions, etc., I'm still willing, but I will stay on "hold" until I'm asked to do otherwise. Tom Suriano

P.S. Just think: we both could be getting bored in libraries somewhere: ☺

November 19, 1993

To: Archbishop Weakland
From: Clergy Personnel Office

CONFIDENTIAL

RE: John Wagner

Log #62 of January 18, 1982 indicates a priest's recall of "an incident within the past year when Wagner made improper advances toward one of the students."

Log #561 of June 15, 1982 states that Sister Michelle said that "Wagner told her confidentially that the reason he did not want to return to Port Washington was because in the past he had 'messed around with some girls there' and would be embarrassed to go back."

Log #301 June 6, 1986 Bishop Sklba met with John "for a long and difficult discussion in which I tried to summarize the history leading to the Wausau assessment, highlighted the major elements of their conclusion, namely, the existence of an undercurrent of anger and tension as well as sexuality as an area of conflict, and repeated their suggestion for long-term therapy and medication."

August 18, 1986 (Log #407) some parishioners from St. Patrick Parish in Whitewater "reported that two [redacted] students claimed that John had propositioned them and this was the cause for their moving out of his rectory very early in their stay. The students who allegedly made the charge are [redacted]

Log #524: "On Monday, October 20, 1986 I met with John to discuss ways in which the office might be supportive at this time. He indicated that the name of the young man is [redacted] and the name of his lawyer is Martin Kohler".... Log items for the rest of 1986 which follow, refer to counselling, a move from Wilmot, legal counsel, etc. February 21, 1990 a phone call was received "from the Whitewater area indicating that the [redacted] family had expressed some concern about the depression of their son as a result of his earlier relationship with John. A detective had also informally contacted [redacted] with an elusion to that relationship." On October 5, 1990 the office learned that the [redacted] family and their lawyer contacted the police department regarding an allegation from 1985. A log entry (#854) of October 30, 1990 refers to "the allegation back in 1986". Between April and June 1992 the log entries referred, among other things, to the statute of limitations having been concluded on all counts, a meeting between John and the [redacted] family, etc to hear their anger and to bring that matter to resolution in a formal fashion, and the receipt, at Bishop Sklba's request, of a copy of the document signed by [redacted] November 1, 1992, [redacted] insisted that some kind of payment be provided the family for

expenses incurred in treatment for [redacted] November 5, 1992 [redacted] came forward with an allegation which was filmed by Channel 12. A lawsuit was filed in early 1993.

On May 8, 1987 (Log #239) "some parishioners of St. Mary Parish in Port Washington came to see Bishop Brust in order to report some conversation and activity viewed as inappropriate and to suggest that John be removed from his present residence at St. Mary's."

On March 16, 1993 [redacted] asked for an appointment to discuss a relationship he had with John Wagner when [redacted] was 15-21 years old.

DIOCESE	Milwaukee
NAME OF ORDINARY	Timothy M. Dolan
CDF PROT. N. (*if available*)	
NAME OF CLERIC	John C. Wagner

PERSONAL DETAILS OF THE CLERIC	**Date of Birth**	March 6, 1945	Age	60
	Ordination	June 9, 1973	**Years of ministry**	20

ORIGINAL DIOCESE OF INCARDINATION	Milwaukee
MINISTRY IN/TRANSFER TO OTHER DIOCESE	Now living, but not ministering, in Diocese of Green Bay
CONTACT ADDRESS OF THE CLERIC	[redacted] Kewaunee, WI 54216
PROCURATOR (*include original signed mandate*)	No mandate produced; worked with Rev. Daniel Ward, OSB in 1993-1995
CONTACT ADDRESS OF THE PROCURATOR	

ASSIGNMENTS

Year	Parish	Location	Appointment
1972	St. Frederick Parish	Cudahy, WI	Deacon
1973 -1974	St. William Parish	Waukesha, WI	Associate pastor
1974 -1976	St. Mary Parish	Sheboygan Falls, WI	Associate pastor
1976 -1981	University of Wisconsin, Sheboygan	Sheboygan, WI	Campus minister
1982 -1986	St. Patrick Parish and University of Wisconsin, Whitewater	Whitewater, WI	Pastoral team and campus minister
1987 -1992	St. Catherine Parish	Milwaukee, WI	Associate pastor

ACCUSATIONS AGAINST THE CLERIC

Year	Victim	Age	Imputable Acts	Denunciation
1986	[redacted]	Unclear	Unclear from records – "sexually propositioned" but unclear if any act occurred	1986
1986	[redacted]	Unclear	Unclear from records – "sexually propositioned" but unclear if any act occurred	1986

1986	[redacted]	15	Sexual, genital fondling	1986 – first report 1990 – police investigation 1992 – civil suit
		15	Sexual, genital fondling	1993 – first report 2005 – mediated settlement
1972		16	Rape	2003 – first report 2005 – mediated settlement
1969		13	Sexual, genital fondling (one time)	2002 – first report 2005 – mediated settlement
1968-70		13-15	Sexual, genital fondling	2005 – mediated settlement
1970's		13-16	Unclear	2005
1970's		14-15	Sexual, genital fondling	2005 – mediated settlement
1982		13-15	Sexual, genital fondling	2006 – mediated settlement (deceased 2007)

CIVIL PROCEEDINGS AGAINST THE CLERIC

Year	Type/Case	Conviction	Sentence (*include copies of civil documents*)
1990	Criminal investigation [redacted]	Beyond statute of limitations	
1992	Civil suit ([redacted]		Out of court settlement for $100,000
2005	Mediated settlement ([redacted]		Out of court settlement for $101,164
2005	Mediated settlement ([redacted]		Out of court settlement for $90,000
2005	Mediated settlement ([redacted]		Out of court settlement for $72,500
2005	Mediated settlement ([redacted]		Out of court structured settlement for $80,000
2005	Mediated settlement [redacted]		Out of court structured settlement for $88,000
2006	Mediated settlement [redacted]		Out of court structured settlement for $95,000 (negotiated residual paid to estate)

MEASURES ADOPTED BY THE DIOCESE	
Year	
1986	Moved Wagner out of parish ministry and sought therapeutic intervention; only allowed to return to ministry after 11 months upon recommendation of two psychologists and a recommitment to celibacy
1992	Again moved out of ministry assignment and placed on unassigned status
1993-1995	Attempted negotiations with Wagner and advocate to bring resolution to status; attempted a process for declaration of irregularity for exercise of orders with no cooperation; placed under precept not to function in ministry and agreed to seek secular employment

SUSTENANCE PROVIDED BY THE DIOCESE TO THE CLERIC
Monthly support is provided as a housing subsidy in the amount provided to pensioned priests. In addition, health and dental insurance is provided.

RESPONSE/RECOURSE MADE BY THE CLERIC	
Year	
1982	When asked by his campus ministry supervisor to take an assignment at a certain parish while he was being transferred from one campus ministry position to another, he said he could not go there because in the past he had "messed around with some girls in the parish" when he was teaching there (1967-69) while on leave from the Seminary
1983	Admitted to Vicar for Clergy that he was sexually active both heterosexually and homosexually; claimed celibacy meant not getting married but that sexual interaction was part of life; sent for counseling and required to make a recommitment to celibacy
1986	Admitted that he had been sexually involved with [redacted]
1993-1995	Initial cooperation in canonical proceedings but refused to continue; admitted basis for allegations and agreed not to function in ministry
2005	In the course of investigation into [redacted] accusation, admitted that he had been sexually active (when confronted with signed statements from several of [redacted] friends who admitted they had been in sexual contact with Wagner) bisexually over the years but said he thought they were all older than they were. No explanation for how that was possible with students he had taught. He denies the [redacted] claim. He has cut off all contact with the Archdiocese of Milwaukee so we have no statement from him on the three [redacted] claims.

BISHOP'S *VOTUM*

Given that additional reports have come in, including the concern by the [redacted] brothers which states that Wagner has been spending time with [redacted] teenaged nephew (despite [redacted]'s warning to his brother), it does not seem possible to leave this situation in the current canonically unresolved state. Further efforts at contact with Wagner have been rebuffed. An administrative laicization would seem appropriate in this case as noted in the attached letter.

January 15, 2008

Most Reverend Angelo Amato, SDB
Congregation for the Doctrine of the Faith
Piazza del S. Uffizio 11
00193 Rome, Italy

Your Excellency:

In accord with the norms of *Sacramentorum sanctitatis tutela*, I am submitting once again for your consideration the case of a priest of the Archdiocese of Milwaukee, Reverend John C. Wagner, who has been accused of multiple counts of sexual abuse of minors. The summary of these allegations is enclosed. The chart is highlighted with updated portions showing that additional concerns have arisen. Father Wagner has admitted that some acts of sexual assault occurred but denies others. He has now cut off all contact with representatives of the Archdiocese so we have no way of confronting him on these additional reports, especially the extremely disturbing one that he may still be in contact with teenage boys. Therefore, the liability for the Archdiocese is great, as is the potential for scandal if it appears that no definitive action has been taken. Pending state legislation to abolish retroactively the statute of limitations will gain more supporters if it appears we are letting these pending cases languish.

As we have reviewed the various files and heard reports from victims, it is clear that he consistently abused his office both to gain access to vulnerable adolescents, male and female indiscriminately, and to elicit the trust of their parents. Both in his parochial assignments and in his campus ministry positions, he found opportunities to abuse his office in a flagrant and repetitive fashion. He has exhibited no remorse for these serious offences. His only concern has been his financial status. It was on the basis of finances that the canonical procedures in 1995 were abandoned.

The impact on his various victims has been significant. The Archdiocese of Milwaukee has yet to even locate all of the potential victims that could come forward for assistance. Our new found awareness of the severity of damage caused by sexual abuse at the hands of clergy makes it impossible for us to ignore this situation or allow any longer the unresolved nature of this case.

Given the nature and frequency of the alleged and admitted sexual abuse, along with the serious abuse of office, I have pondered long and hard to arrive at an opinion about the most appropriate action to be taken. In order that justice may be made manifest and healing of the victims and the Church may proceed, I am asking that Reverend John C. Wagner be dismissed *ex officio* from the clerical state. Whatever financial needs he may have can be provided for from a fund that can be set up for him until he is eligible for a pension.

If the judgement of Your Excellency is that this case should proceed to a dismissal by decree of your Congregation, I would cede to that judgement. The severity of the offenses is such that it is my opinion that these requests are justified.

I look forward to your further instructions in this matter.

Thank you.

With sentiments of deepest esteem and prayerful best wishes, I am,

Sincerely yours in Christ,

+ Timothy M. Dolan

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee

September 14, 2005

Archbishop Angelo Amato, SDB
Congregation for the Doctrine of the Faith
Piazza del S. Uffizio 11
00193 Rome, Italy

Your Excellency:

In accord with the norms of *Sacramentorum sanctitatis tutela*, I am submitting for your consideration the case of a priest of the Archdiocese of Milwaukee. Reverend John C. Wagner has been accused of sexual abuse of minors. The summary of these allegations is enclosed. Father Wagner has admitted that some acts of sexual assault occurred but denies others.

Over the years, efforts were made to provide spiritual and psychological interventions that would rehabilitate Father Wagner. Although he was in therapy for the admitted behaviors and even went so far as to make a recommitment to celibacy before two auxiliary bishops and his therapist, he continued to re-offend. He has been without any assignment and under precept not to exercise ministry for the last ten years. With our current understanding of the nature of his condition, it is clear that he will never be able to assume any public ministry. He has cooperated with the precepts placed upon him regarding no exercise of ministry. However, from the latest report we have received, he has not been in compliance with the order to have no unsupervised contact with minors. With this latest revelation that the teenaged nephew of [redacted] has been spending time with Wagner at his residence for the last few years, concerns are raised anew. It is impossible to provide the level of monitoring that would seem to be required in this case. Father Wagner will not move to a supervised residency. Therefore, the liability for the Archdiocese is great as is the potential for scandal if it appears that no definitive action has been taken.

As we have reviewed the various files and heard reports from victims, it is clear that he consistently abused his office both to gain access to vulnerable adolescents, male and female indiscriminately, and to elicit the trust of their parents. Both in his parochial assignments and in his campus ministry positions, he found opportunities to abuse his office in a flagrant and repetitive fashion. He has exhibited no remorse for these serious offences. His only concern has been his financial status. It was on the basis of finances that the canonical procedures in 1995 were abandoned.

The impact on his various victims has been significant. The Archdiocese of Milwaukee has yet to even locate all of the potential victims that could come forward for assistance. Our new found awareness of the severity of damage caused by sexual abuse at the hands of clergy makes it impossible for us to ignore this situation or allow any longer the unresolved nature of this case.

Given the nature and frequency of the alleged and admitted sexual abuse, along with the serious abuse of office, I have pondered long and hard to arrive at an opinion about the most appropriate action to be taken. In order that justice may be made manifest and healing of the victims and the Church may proceed, I am asking that Reverend John C. Wagner be dismissed *ex officio* from the clerical state. Whatever financial needs he may have can be provided for from a fund that can be set up for him until he is eligible for a pension.

If the judgement of Your Eminence is that this case should proceed to a dismissal by decree of your Congregation, I would cede to that judgement. The severity of the offenses is such that it is my opinion that these requests are justified.

I look forward to your further instructions in this matter.

With sentiments of deepest esteem and prayerful best wishes, I am,

Sincerely yours in Christ,

+ Timothy M. Dolan

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee

CONGREGATIO
PRO DOCTRINA FIDEI

00120 Città del Vaticano,
Palazzo del S. Uffizio

10 July 2006

PROT. N. 257/05-23442
(In responsione fiat mentio huius numeri)

CONFIDENTIAL

Your Excellency,

I write regarding the case of the **Reverend John C. WAGNER**, a priest of your Archdiocese who has been accused of the sexual abuse of minors and concerning whom Your Excellency has requested dismissal from the clerical state *ex officio*

As Your Excellency is aware, this Dicastery, following an initial examination of the case, does not excluded the possibility of presenting your request to the Holy Father. However, before proceeding to a final decision in this case, this Congregation asked Your Excellency in its letter dated 28 February 2006 for more information regarding the cleric's case, especially concerning the acts of the preliminary investigation and also whether the cleric was willing to request freely a dispensation from the obligations of priesthood including, celibacy. To date this additional documentation has not been received at this Dicastery.

For these reasons, we kindly ask that Your Excellency assist us by supplying all the relevant documentation relating to the case either in originaLor in authentic copy.

If the cleric should decide to seek laicization, he is to be informed that the petition addressed to the Holy Father be formulated in such a way that it contain an admission of the acts perpetrated and include an expression of his sincere remorse.

Awaiting the courtesy of your reply, with prayerful support and best wishes, I remain

Yours sincerely in Christ,

Angelo AMATO, SDB
Titular Archbishop of Sila
Secretary

(Enclosure)

His Excellency
The Most Reverend Timothy M. DOLAN
Archbishop of Milwaukee
3501 South Lake Drive
Milwaukee, WI 53207-0912, USA.

CONGREGATIO
PRO DOCTRINA FIDEI

00120 Città del Vaticano
Palazzo del S. Uffizio

22 February 2008

PROS. N 257/05-26893
responsione fini mentis iuxta numerum

CONFIDENTIAL

Your Excellency,

Thank you for your letter of January 15, 2008, with additional information regarding the case of the **Reverend John C. WAGNER,** a priest of your Archdiocese, accused of sexual abuse of minors and concerning whom Your Excellency has requested dismissal from the clerical state *ex officio.*

After having carefully examined the present case, this Congregation has decided to authorize Your Excellency to initiate an administrative penal process as outlined in can. 1720 of the *Code of Canon Law,* granting also a derogation from the prescription concerning the delict *contra sextum* with minors. Your Excellency is therefore kindly requested:

1) to inform the accused of the allegations and the proofs, while affording him the opportunity, via his canonical advocate, of a proper defence;
2) to evaluate accurately all the proofs' and the evidence with the assistance of two assessors who are competent and renowned for their prudence;
3) to issue a decree in accordance with cc. 1342-1350 *CIC,* if the delict can be proven with certainty. The decree should contin the reasons *in iure et in facto.*

If, as a result of this process, Your Excellency Will be still of the opinion that the accused should be *dismissed from the clerical state* or have some other *perpetual penalty* imposed upon him, you are requested to refer the matter to this Congregation. Should a decree imposing such a penalty be issued by this Dicastery *in Congressu Particulari,* the accused would have the right to present recourse to the Ordinary Session of the Cardinal and Bishop Members of this Congregation *(Feria IV).*

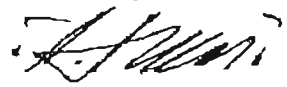
./.

His Excellency
The Most Reverend Timothy M. DOLAN
Archbishop of Milwaukee
3501 South Lake Drive
Milwaukee. WI 53207-0912, USA.

Before proceeding with the above-mentioned administrative penal process, Your Excellency is kindly asked to approach the cleric asking him whether he is willing to request freely a dispensation from the obligations of priesthood including celibocy. If the cleric should decide to seek laicization, he is to be informed that the petition addressed to 1 le Holy Father be formulated in such a way that it contain an admission of the acts perpetrated and i.iclude an expression of his sincere remorse. Your Excellency is also requested to indicate your own c ninion as to the merit of this petition.

I take the opportunity to offer Your Excellency my sincere respects and I remain,

Yours devotedly in the Lord,



Angelo AMATO, SDB
Titular Archbishop of Sila
Secretary

ARCHDIOCESE OF CHICAGO

Office of the Metropolitan Tribunal
Rev. Patrick R. Lagges, J.C.D
Phone: (312) 751-8384
e-mail: plagges@archchicago.org



155 E. Superior St.
Chicago, Illinois 60611

Fax: (312) 751-8314

MOST REV. TIMOTHY M. DOLAN

APP 0 2008

28 March, 2008

RE: P.N. 257/05 — 26893

Most Reverend Timothy M. Dolan
Archbishop of Milwaukee
3501 South Lake Drive
P.O. Box 070912
Milwaukee, WI 53207-0912

Your Excellency:

I am the advocate whom **Reverend John C. Wagner** mandated to represent him in the canonical proceedings against him. I am again sending you a copy of his mandate and my acceptance.

Father Wagner sent me a copy of the letter you sent him on 17 March, 2008, informing him that the Holy See had mandated an administrative penal process be conducted in accordance with c. 1720, and inviting him to request voluntary laicization before the process begins.

I have spoken with Father Wagner about his situation and the options that are available to him. While he acknowledges and accepts that he will never minister publicly as a priest again, he nonetheless is not inclined to ask to be dispensed from the obligations of the clerical state unless the Archdiocese of Milwaukee could provide some assistance and guarantees for his future. I believe his concerns are just.

Father Wagner is now two years away from being able to apply for Social Security. He has exhausted his savings during the eleven years the Archdiocese of Milwaukee not only did not pay him but intervened in the jobs he was able to obtain. While he is certainly grateful to the Archdiocese for paying him over the last few years, he still has not been able to save enough money to sustain him through to retirement.

There is also a larger issue here, Your Excellency, which I find particularly disturbing. [redacted]

[redacted]

It was out of this milieu that Father Wagner entered the priesthood. I know there were many other men who came through the same seminary system and did not act out sexually, but I also believe that for Father Wagner, [redacted], his experiences in the seminary exacerbated the situation.

It seems to me that the Archdiocese of Milwaukee bears some responsibility for that. I do not believe the offer of $10,000 at the time of petition for laicization and $10,000 at the time of dispensation is sufficient. It certainly would not carry Father Wagner through the two years until his retirement. However, should a more equitable arrangement be able to be worked out, one that would give Father Wagner some financial security for a two year period of time, I believe he would voluntarily petition for a dispensation from the obligations of the clerical state.

Should this not be possible, I will assist Father Wagner in preparing his defense. Although I have not seen any of the charges against him, a 1993 letter from Archbishop Weakland to the diocesan attorney indicates that there are four accusations of sexual misconduct with a minor. It is not clear from the letter whether these minors were under the age of sixteen, as the *ius vigens* required for incurring a penalty. I'm sure this matter will become clear once I am given access to the file.

If you wish to discuss this matter, please feel free to contact me. May these days of Easter be blessed for you and those you serve.

Sincerely yours in the Risen Lord,

(Rev.) Patrick R. Lagges
Advocate for Father John Wagner

cc: Rev. John C. Wagner

Wed pm

Brothers + Les —

the John Wayne incident is stirring again in White water. Contact with John Cross waite (who called me Wed) might be wise. A policeman visited him Wed.

Dick

John Wagner –

1/18/1982 – Improper advances against a student reported to Wenig

8/18/1986 – Two students moved out of Mr. Patrick's in Whitewater, "propositioned by him," according to positions: – [redacted].

10/20/86 – First mention of [redacted]

5/8/87 – Portions of Port Washington reported conversation + activity that was inappropriate.

9/5/1990 – D.A. of Whitewater + [redacted] affair.

5/16/1993 – [redacted] – allegations for the [redacted] Lee (15-21)

1/15/1993 – [redacted]

11/11/1994 – [redacted] 78/or 1980

ARCHDIOCESE OF MILWAUKEE
3501 SOUTH LAKE DRIVE • P.O. BOX 2018 • MILWAUKEE, WISCONSIN 53201 • PHONE 414/769-3300
OFFICE OF THE AUXILIARY BISHOP



MLKNOW LED PHD 12/15/86

December 12, 1986

The Reverend Eugene C. Neuman
Priests' Personnel Board
P.O. Box 2018
Milwaukee, WI 53201

Dear Gene:

On November 24, 1986 I sent a personal letter to John Wagner indicating my conviction that immediate reassignm pastoral responsibility upon his move from Wilmot did not seem wise to me. Rather, I suggested in view of a variety of legal and personnel considerations that he move to residency in a parish in Milwaukee, with formal awaiting assignment status while receiving additional counseling. During that time he would be free and encouraged to be active in some pastoral work in the parish of his residence, and we would seek a more permanent placement in consultation with the psychologist and legal counsel. I would oppose his movement into an apartment during this time. Bishop Brust and I have indicated our concerns and continue to try to be as supportive as possible, meeting with as many parties concerned as possible and prudent.

Thanks for any assistance you can give to John in this matter. Let us know how we can help.

Sincerely,

Most Reverend Richard J. Sklba
Auxiliary Bishop of Milwaukee

RJS/sms

LII

Entry for the Sexual Abuse Log
By Barbara Reinke

January 24, 2003

I received a call from Pastor Bill Lehman of First Lutheran Church in Stoughton, Wisconsin. His phone number is [redacted]. One of his female parishioners has recollected, in therapy, a rape at age sixteen by a Milwaukee priest. They went on to our website and to learn something about our process. According to Pastor Lehman, the woman was intimidated by reading that all reports go to the office of the district attorney. She does not want anything to do with any civil legal process, but would like to be assured that the priest is no longer in ministry. I explained our process at length to Pastor Lehman. I assured him that a report does not need to go the district attorney if the victim objects. I have every reason to believe that this incident is outside the statute of limitations. I did explain that an internal investigative process is necessary if removal from ministry is at issue. He then talked to his parishioner. He called again to inquire if we would release information about the alleged offender's status if he gave me the name. I agreed to do this, and he told me that the alleged offender is John Wagner. I explained that although John Wagner has been removed from ministry, his history is not sufficiently known to me until I talk to the Chancellor. Barbara Anne Cusack was unavailable at this time. Pastor Lehman and I agreed that I would call him again on Monday with this information. In the meantime over the weekend, his parishioner will consider whether she is willing to make a report.

BR:saz

c: Barbara Anne Cusack
Typed 1/28/03

Sept 18, 1985 - discussed Gallatin

Jan 86 Gallatin

Mon May 5, 86 financial guarantee
about subcontractor at Stroh.

Mon Aug 18, 86 - allegation
regarding Mexican exchange student

Oct 20, 1986

LEVINE, EPSTEIN & KOHLER
Attorneys at Law
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Suite 700
Milwaukee, Wisconsin 53202
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Facsimile: (414) 271-8506

ROBERT A. LEVINE
STEVEN M. EPSTEIN
MARTIN E. KOHLER
MIA SEFARBI
MICHAEL F. HART

AARON D. LEVINE
(1931-1985)

April 20, 1992

PERSONAL AND CONFIDENTIAL

Father John Wagner
c/o St. Catherine's Parrish
[redacted]53223

Dear Father Wagner:

In 1987, you contacted my office for representation due to an alleged complaint from [redacted]

It is my understanding that the alleged allegations took place during 1985. It is my further understanding that [redacted]'s date of birth is [redacted].

Based on the above facts, it is my opinion that no civil or criminal law suits should be filed against you due to the statute of limitations having run. The only exception that I can think of to get around the statute of limitations would be to claim that the alleged victim suffered from a mental condition which would have impaired him from being able to bring a claim. However based on our discussions and investigations, this does not seem to be the case.

If you have any other questions or concerns, regarding this matter, please feel free to contact me.

Very Truly Yours,

LEVINE, EPSTEIN & KOHLER

Martin E. Kohler

MEK/ljs

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between [redacted] (hereafter "[redacted]") and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

[redacted] has advised the Archdiocese that he was sexually abused by John Wagner (hereafter "Wagner"), a priest of the Archdiocese, when [redacted] was a minor.

[redacted] and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that [redacted] has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and any person or entity affiliated with the Archdiocese, arising from the sexual abuse of [redacted] by Wagner without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of [redacted] by Wagner.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide [redacted] with $50,000. These funds shall be used at [redacted] own discretion.

2. Within thirty (30) of the first anniversary of the signing of this agreement, the Archdiocese will provide [redacted] with a sum of $10,000 and will provide $10,000 each year for the following two years. All obligations under this provision shall end with the third payment of $10,000. The total amount to be paid under this provision is $30,000.

3. The Archdiocese agrees to provide payment for the professional services of a counselor, psychologist, psychiatrist and/or other mental health provider as deemed necessary and appropriate for [redacted] and his immediate family members. The Archdiocese shall make payments to the counselor for reasonable costs, billed at the counselor's usual and customary rate. Notwithstanding any other provision in this Agreement, the Archdiocese's therapy payments owed under this provision shall be based upon treatment plans submitted by the counselor. This payment and reimbursement is limited to medication and therapy expenses relating to injuries suffered as a result of the sexual abuse of [redacted] by Wagner.

4. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to [redacted] other than that specifically enumerated in these paragraphs.

5. In return for the payments set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes

and schools and any person or entity affiliated with the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Wagner.

6. The Archdiocese hereby releases and forever discharges [redacted] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

7. This Agreement supersedes all prior understandings and agreements between

the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties. The Archdiocese shall continue rendering and fulfilling the terms of this Agreement when successors assume offices currently held by archdiocesan officials.

8. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

[redacted]

11-8-05
Date

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

11-14-05
Date

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between [redacted] and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

[redacted] has advised the Archdiocese that he was sexually abused by John Wagner (hereafter "Wagner"), a priest of the Archdiocese, when [redacted] was a minor.

[redacted] and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that [redacted] has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and any person or entity affiliated with the Archdiocese, arising from the sexual abuse of [redacted] by Wagner without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of [redacted] by Wagner.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide [redacted] with $50,000. These funds shall be used at [redacted] own discretion.

2. Within thirty (30) days of the first, second, and third anniversaries of the signing of this agreement, the Archdiocese will provide [redacted] with a sum of $15,000. All obligations under this provision shall end with the third payment of $15,000. The total amount to be paid under this provision is $45,000.

3. The Archdiocese agrees to pay health insurance premiums for [redacted] beginning upon the execution of this agreement and forever ending upon the earlier of: (a) 36 months from the execution of this agreement or (b) when health insurance is first made available for him to obtain or purchase by or through an employer-approved or employer-sponsored program. During the time the Archdiocese is obligated to pay health insurance premiums, it will propose three plans from which [redacted] may choose one. The Archdiocese in no event will have any obligation under this agreement to pay more than $1,000 per month in health insurance premiums for [redacted] In the event that three plans are not available for [redacted] to choose during the time the Archdiocese is obligated to pay premiums, the Archdiocese may propose substitute plans as may be available for selection by [redacted]. If no plans are available, or if the plans available require premiums in excess of $1,000 per month, the Archdiocese in its discretion may pay [redacted] the sum of $1,000 per month for use by him towards such health insurance as he sees fit to purchase for the agreed time period and no longer. Payment of the insurance premiums under this paragraph will be made on a quarterly basis by the Archdiocese to [redacted]

4. The Archdiocese agrees to provide payment not covered by insurance for the professional services of a counselor, psychologist, psychiatrist and/or other mental health provider as deemed necessary and appropriate for [redacted]. The Archdiocese shall make payments to the counselor for reasonable costs, billed at the counselor's usual and customary rate. Notwithstanding any other provision in this Agreement, the Archdiocese's therapy payments owed under this provision shall be based upon treatment plans submitted by each individual and his/her counselor. This payment and reimbursement is limited to medication and therapy expenses relating to injuries suffered as a result of the sexual abuse of [redacted] by Wagner.

5. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to [redacted] other than that specifically enumerated in these paragraphs.

6. In return for the payments set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools and any person or entity affiliated with the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Wagner.

7 The Archdiocese hereby releases and forever discharges [redacted] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

8. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties. The Archdiocese shall continue rendering and fulfilling the terms of this Agreement when successors assume offices currently held by archdiocesan officials.

9. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

[redacted]

1-13-06
Date

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

1-17-06
Date

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between [redacted] and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes, (hereafter "Archdiocese").

[redacted] has brought to the attention of the Archdiocese that she was sexually abused by John Wagner and Richard Nichols (hereafter "Wagner and Nichols"), priests of the Archdiocese, when [redacted] was a minor.

[redacted] and the Archdiocese entered into mediation to achieve reconciliation and restoration, to help repair the harm to [redacted], to address issues of concern to [redacted] about prevention of sexual abuse of minors in the future and reformation of Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that [redacted] has against the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese, arising from the sexual abuse of [redacted] by Wagner and Nichols without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of [redacted] by Wagner and Nichols.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide [redacted] with $66,771. These funds shall be used at [redacted] own discretion.

2. The Archdiocese further agrees to provide [redacted] with $34,393 for use in funding ongoing therapy and prescriptions needs. At [redacted] request, this amount is being provided in a single payment. [redacted] understands that the Archdiocese considers this amount full and final payment for any therapy and/or medication expenses [redacted] may incur at any time in the future.

3. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment to [redacted] other than that specifically enumerated above.

4. In return for the payment set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers, and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders, including, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that she may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim

of any nature arising from the assault, injury, whether physical or mental, or any other activity by Wagner and Nichols.

5. The Archdiocese hereby releases and forever discharges [redacted] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

6. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties.

7. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

[redacted]

5/19/05
Date

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

5-20-05
Date

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between [redacted] (hereafter "[redacted]") and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

[redacted] has advised the Archdiocese that he was sexually abused by John Wagner (hereafter "Wagner"), a priest of the Archdiocese, when [redacted] was a minor. [redacted] and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that [redacted] has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and any person or entity affiliated with the Archdiocese, arising from the sexual abuse of [redacted] by Wagner without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of [redacted] by Wagner.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide Watry with $50,000. These funds shall be used at [redacted]s own discretion.

2. Within thirty (30) days of the first and second anniversaries of the signing of this agreement, the Archdiocese will provide [redacted] with a sum of $18,000 and will provide $10,000 each year for the following two years All obligations under this provision shall end with the second payment of $10,000. The total amount to be paid under this provision is $46,000.

3. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to [redacted]ther than that specifically enumerated in these paragraphs.

4. In return for the payments set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools and any person or entity affiliated with the Archdiocese of Milwaukee from. and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement, including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Wagner.

5. The Archdiocese hereby releases and forever discharges [redacted] from all claims. demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

6. This Agreement supersedes all prior understandings and agreements between the parties, and constitutes the full agreement of the parties. No change to this Agreement shall be enforced against any party unless it is in writing signed by both parties. The Archdiocese shall continue rendering and fulfilling the terms of this Agreement when successors assume offices currently held by archdiocesan officials.

7. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly

[redacted] Mutual Release.

12-15-05
Date

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

12-20-05
Date

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (hereafter "Agreement") is made by and between [redacted] and the Roman Catholic Archdiocese of Milwaukee, and all of its affiliated entities, schools, and parishes (hereafter "Archdiocese").

[redacted] has advised the Archdiocese that he was sexually abused by John Wagner (hereafter "Wagner"), a priest of the Archdiocese, when [redacted] was a minor.

[redacted] and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that [redacted] has against the Archdiocese, and all of the Archdiocese's employees, agents, insurers, officers, directors, affiliates, and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and any person or entity affiliated with the Archdiocese, and including without limitation any claims arising from the sexual abuse of [redacted] by Wagner without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of [redacted] by Wagner.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The Archdiocese agrees to provide [redacted] with $28,000. These funds shall be used at [redacted] own discretion especially to support his ongoing ministry to persons with HIV – AIDS, including travel expenses.

2. The Archdiocese agrees to provide [redacted] with $50,000 in consideration of past counseling expenses and debt incurred.

3. The Archdiocese agrees to reimburse [redacted] for five years from the date of this agreement, for spiritual counseling by an individual chosen by [redacted] The Archdiocese will attempt to assist [redacted] in locating this spiritual counselor but in no event shall the Archdiocese be liable for the content of any advice or counsel provided by such spiritual assistance nor for any spiritual or religious decisions that [redacted] may make based on such advice or counsel. Additionally, in no year shall the Archdiocese's obligation to reimburse these counseling fees exceed $1200.

4. [redacted] and the Archdiocese will each bear their own costs and any attorney's fees associated with the settlement, and there will be no payment from the Archdiocese to [redacted] other than that specifically enumerated in these paragraphs.

5. In return for the payments set out above, and for the mutual promises contained herein, [redacted] releases and forever discharges the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese from, and covenants not to sue them for, all claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Agreement,

including, without limitation, any claim of any nature arising from the assault, injury, whether physical or mental, or any other activity by Wagner.

6. The Archdiocese hereby releases and forever discharges [redacted] from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Agreement.

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8. The undersigned represent and warrant that each has read the foregoing Agreement; had an opportunity to discuss it with a lawyer; and fully understands its terms; voluntarily, freely, and without coercion signs the Agreement; and that Dr. Barbara Anne Cusack is an authorized representative of the Archdiocese and is duly authorized to execute this Agreement and Mutual Release.

[redacted]

Archdiocese of Milwaukee
by: Dr. Barbara Anne Cusack

3-28-05
Date

Select John Wagner Sexual Abuse Intake Reports

12/17/95 Sexual Abuse Intake Report. Wagner abused a boy in 1976 at Tanglewood when the boy was 15. Wagner gave the survivor wine and molested him in Wagner's bedroom. The survivor told another seminarian in 1976 and others in 1982 and 1986.

4/19/02 Sexual Abuse Intake Report. A man reports abuse by Wagner in 1964-1965 when the survivor was in 5th grade while Wagner was at St. Peter's grade school. The survivor slept in bed with Wagner when neither had clothes on. Wagner encouraged the survivor to touch Wagner and Wagner fondled the survivor.

8/30/05 Sexual Abuse Intake Report from a survivor of abuse by Wagner in the late 1960's when the survivor was 13-15 years old. On several occasions Wagner told the survivor to undress and he then masturbated the survivor and masturbated himself. He believes most or all of his brothers had sexual contact with Wagner. His brother's son still spends time alone with Wagner.